



Amendment No. 7
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
Linda Rebecca Johnson D/B/A Arborholic, LLC
and the
City of Austin, Texas

- 1.0 The City hereby exercises this Extension Option for the subject contract. This extension option will be effective June 30, 2021 through June 29, 2022. Zero (0) options will remain.
- 2.0 The total contract is increased by \$400,000.00. Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 06/30/2018 – 06/29/2019	\$400,000	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020	\$400,000.00	\$1,230,000.00
Amendment No. 5: Option 3 – Extension 06/30/2020 – 06/29/2021	\$400,000.00	\$1,630,000.00
Amendment 6: Scope modification and contract increase of \$50,000.00 09/03/2020	\$50,000.00	\$1,680,000.00
Amendment No. 7: Option 4 – Extension 06/30/2021 – 06/29/2022	\$400,000.00	\$ 2,080,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Sign/Date:  3/2/2021

Printed Name: Linda Rebecca Johnson
Authorized Representative

Linda Rebecca Johnson
dba Arborholic, LLC
2304 Water Well Lane
Austin, Texas 78728
(512) 730-1274
rebecca@arborholic.com

Sign/Date: Cyrenthia Ellis Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing
Office, email=Cyrenthia.Ellis@cityofaustin.gov, c=US
Date: 2021.03.30 15:49:27 -0500 3.30.21

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701




Amendment No. 7
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
TreeFolks, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby exercises this Extension Option for the subject contract. This extension option will be effective June 30, 2021 through June 29, 2022. Zero (0) options will remain.
- 2.0 The total contract is increased by \$400,000.00. Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020	\$400,000.00	\$1,230,000.00
Amendment No. 5: Option 3 – Extension 06/30/2020 – 06/29/2021	\$400,000.00	\$1,630,000.00
Amendment 6: Scope modification and contract increase of \$50,000.00 09/03/2020	\$50,000.00	\$1,680,000.00
Amendment No. 7: Option 4 – Extension 06/30/2021 – 06/29/2022	\$400,000.00	\$ 2,080,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Sign/Date:  3/02/2021

Printed Name: Andrew W. Smiley, Executive Director
Authorized Representative

TreeFolks, Inc.
P.O. Box 1395
Del Valle, Texas 78617
(512) 443-5323
andrew@treefolks.org

Sign/Date: Cyrenthia Ellis Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2021.03.30 15:47:29 -0500 3.30.2021

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
To
Contract No. NA170000173
For
Tree Distribution and Education Program
Between
TreeFolks, Inc.
and the
City of Austin

1. The City hereby amends the scope of work to the existing contract as follows:

1.0 Contractors Service Requirements

- 1.1 The Contractor shall procure and furnish up to five hundred (500) 5-gallon to 15-gallon sized container trees for the Parks and Recreation Department's annual tree planting program.
- 1.2 The tree quantities and species diversity shall be determined prior to the planting season, based on PARD priorities and commercial nursery availability.
- 1.3 The City reserves the right to add or delete tree species as deemed necessary.
- 1.4 The Contractor shall ensure that container trees meet the specifications listed in Attachment A "Tree and Sapling Technical Specifications"
- 1.5 The Contractor shall coordinate delivery, acceptance, and pickup of container trees with the PARD point of contact, and shall hold trees on the contractor's for no more than 7 days after delivery.

2.0 City's Requirements

- 2.1 The City's Contract Manager will select the quantity and tree species to be planted for each year in conjunction with contractor provided commercial availability lists.
- 2.2 The City will work with the contractor to develop a species list as early as possible prior to the planting season, with a target date of August 1st for fall plantings. The target date for a complete order with quantities is one month before delivery.
- 2.3 The City may pick up container trees from the Contractor's physical location.

2. The City hereby increases the contract amount by \$50,000.00.

3. The total contract amount is increased by \$50,000.00 each and combined, by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Updated UFS Proposal 09/26/2017	\$0.00	\$400,000.00
Amendment No. 2: Option 1 - Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020 Section 1.6.2.2 deleted from contract 06/30/2019	\$400,000.00	\$1,230,000.00

Amendment No. 5: Option 3 – Extension, Add Water Protection Department, Add Two (2) Bureau of Labor Statistics Data Series Id's and Respective Price Increase 06/30/2020 – 06/29/2021	\$400,000.00	\$1,630,000.00
Amendment 6: Scope modification and contract increase of \$50,000.00 09/03/2020	\$50,000.00	\$1,680,000.00

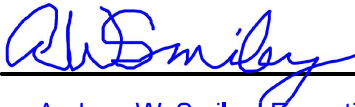
5.0 MBE/WBE goals do not apply to this contract.

6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:



Printed Name: Andrew W. Smiley, Executive Director

Authorized Representative

TreeFolks, Inc.

P.O. Box 1395

Del Valle, Texas 78617

(512) 443-5323

andrew@treefolks.org

Sign/Date:

Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@cityofaustin.org, c=US
Date: 2020.09.28 11:01:54 -0500

Cyrenthia Ellis
Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste. 310

Austin, Texas 78701



Amendment No. 6
To
Contract No. NA170000173
For
Tree Distribution and Education Programs
Between
Linda Rebecca Johnson
dba Arborholic, LLC
and the
City of Austin

1. The City hereby amends the scope of work to the existing contract as follows:

1.0 Contractors Service Requirements

- 1.1 The Contractor shall procure and furnish up to five hundred (500) 5-gallon to 15-gallon sized container trees for the Parks and Recreation Department's annual tree planting program.
- 1.2 The tree quantities and species diversity shall be determined prior to the planting season, based on PARD priorities and commercial nursery availability.
- 1.3 The City reserves the right to add or delete tree species as deemed necessary.
- 1.4 The Contractor shall ensure that container trees meet the specifications listed in Attachment A "Tree and Sapling Technical Specifications"
- 1.5 The Contractor shall coordinate delivery, acceptance, and pickup of container trees with the PARD point of contact, and shall hold trees on the contractor's for no more than 7 days after delivery.

2.0 City's Requirements

- 2.1 The City's Contract Manager will select the quantity and tree species to be planted for each year in conjunction with contractor provided commercial availability lists.
- 2.2 The City will work with the contractor to develop a species list as early as possible prior to the planting season, with a target date of August 1st for fall plantings. The target date for a complete order with quantities is one month before delivery.
- 2.3 The City may pick up container trees from the Contractor's physical location.

2. The City hereby increases the contract amount by \$50,000.00.

3. The total contract amount is increased by \$50,000.00 each and combined, by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 – Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020	\$400,000.00	\$1,230,000.00
Amendment No. 5: Option 3 – Extension 06/30/2020 – 06/29/2021	\$400,000.00	\$1,630,000.00
Amendment 6: Scope modification and contract increase of \$50,000.00 09/03/2020	\$50,000.00	\$1,680,000.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: 

Authorized Representative

Linda Rebecca Johnson
dba Arborholic, LLC
2304 Water Well Lane
Austin, Texas 78728
(512) 730-1274
rebecca@arborholic.com

Sign/Date: Cyrenthia Ellis

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.09.28 11:02:49 -0500

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
To
Contract No. NA170000173
For
Tree Distribution and Education Programs
Between
Linda Rebecca Johnson
dba Arborholic, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 30, 2020 through June 29, 2021. One option remains.
- 2.0 The City hereby amends the above referenced contract to add the Water Protection Department as an authorized department on this contract.
- 3.0 The City hereby amends the above referenced contract to add Bureau of Labor Statistics Data Series Id's CIU1016100000000I and CIU101S000000000A.
- 4.0 The total contract amount is increased by \$400,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 – Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020	\$400,000.00	\$1,230,000.00
Amendment No. 5: Option 3 – Extension 06/30/2020 – 06/29/2021	\$400,000.00	\$1,630,000.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

A handwritten signature in green ink, appearing to read "Linda Johnson".

6/26/2020

Printed Name: Linda Rebecca Johnson
Authorized Representative

Linda Rebecca Johnson
dba Arborholic, LLC
2304 Water Well Lane
Austin, Texas 78728
(512) 730-1274
rebecca@arborholic.com

Sign/Date: **Cyrenthia Ellis**

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing
Office, email=Cyrenthia.Ellis@cityofaustin.gov, c=US
Date: 2020.06.29 11:36:41 -0500

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. NA170000173
For
Tree Distribution and Education Programs
Between
Linda Rebecca Johnson
dba Arborholic, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 30, 2019 through June 29, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$400,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 – Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020	\$400,000.00	\$1,230,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

05/30/2019

Printed Name: Linda Rebecca Johnson
Authorized Representative

Linda Rebecca Johnson
dba Arborholic, LLC
2304 Water Well Lane
Austin, Texas 78728
(512) 730-1274
rebecca@arborholic.com

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. NA170000173
For
Tree Distribution and Education Program
Between
TreeFolks, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 30, 2019 through June 29, 2020. Two options remain.
- 2.0 The City hereby revises the above referenced contract by discontinuing the Urban Forest Stewards Program and deleting Paragraph 1.6.2.2, and its associated Exhibit A, from the contract.
- 3.0 The total contract amount is increased by \$400,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Updated UFS Proposal 09/26/2017	\$0.00	\$400,000.00
Amendment No. 2: Option 1 - Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00
Amendment No 3: Administrative Increase 10/31/2018	\$30,000.00	\$830,000.00
Amendment No. 4: Option 2 – Extension 06/30/2019 – 06/29/2020 Section 1.6.2.2 deleted from contract 06/30/2019	\$400,000.00	\$1,230,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Anna-Marie Mackey 5/31/19

Printed Name: Anna Mackey
Authorized Representative

TreeFolks, Inc.
P.O. Box 1395
Del Valle, Texas 78617
(512) 443-5323
anna@treefolks.org

Sign/Date: Matthew Duree 6-5-19

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
Linda Rebecca Johnson D/B/A Arborholic, LLC
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$30,000 divided between the contractors effective 10/31/2018.
- 2.0 The total contract is increased by \$30,000.00. Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Option 1 06/30/2018 – 06/29/2019	\$400,000	\$800,000.00
Amendment No. 2: Updated Vendor Information 10/12/2018	\$0.00	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000	\$830,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

ARBORHOLIC, LLC

Signature

Linda Rebecca Johnson

Printed Name of Authorized Person

Owner/Manager

Title

October 31, 2018

Date

CITY OF AUSTIN

Signature

JONATHAN DALCHAU

Printed Name of Authorized Person

PROCUREMENT SPECIALIST IV

Title

10/31/2018

Date



Amendment No. 3
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
TreeFolks, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$30,000 divided between the contractors effective 10/31/2018.
- 2.0 The total contract is increased by \$30,000.00. Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term. 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Updated UFS Proposal 09/26/2017	\$0.00	\$400,000.00
Amendment No. 2: Option 1 06/30/2018 – 06/29/2019	\$400,000	\$800,000.00
Amendment No. 3: Administrative Increase 10/31/2018	\$30,000	\$830,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

TREEFOLKS, INC.

Signature

Thais Perkins, Executive Director

Printed Name of Authorized Person

Executive Director

Title

11/13/18

Date

CITY OF AUSTIN

Signature

JONATHAN DALCHAN

Printed Name of Authorized Person

PROCUREMENT SPECIALIST IV

Title

11/13/2018

Date



Amendment No. 2
to
Contract No. NA170000173
For
Tree Distribution and Education
Between
Linda Rebecca Johnson dba Arborholic, LLC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor FEIN as requested and documented by the vendor.

	From	To
Vendor Name	Linda Rebecca Johnson	Linda Rebecca Johnson
Vendor Code	V00000944415	V00000 956720
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date 10-12-18



Amendment No.2
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
TreeFolks, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 30, 2018 to June 29, 2019. Three options remain.
- 2.0 The total contract amount is increased by \$400,000.00 between multiple contractors for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Updated UFS Proposal 09/26/2017	\$0.00	\$400,000.00
Amendment No. 2: Option 1 - Extension 06/30/2018 – 06/29/2019	\$400,000.00	\$800,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Authorized Representative

TreeFolks, Inc
PO Box 1395
Del Valle, Texas 78617

Sign/Date:

Matthew Durfee, Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

6-28-18



Amendment No.1
of
Contract No. NA170000173
for
Tree Distribution and Education Programs
Between
TreeFolks, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract with the following:

1.1 Delete Paragraph 1.6.2.2 of Contract - NA170000173 in its entirety and replace with the following:

1.6.2.2. The Contractor shall provide services for the Urban Forest Stewards program as proposed in Exhibit A - Proposal for Urban Forest Stewards.

1.2 Add Exhibit A - Proposal for Urban Forest Stewards.

2.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/30/2017 – 06/29/2018	\$400,000.00	\$400,000.00
Amendment No. 1: Updated UFS Proposal 09/26/2017	\$0.00	\$400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

TREEFOLKS, INC.

Thais Perkins

Printed Name of Authorized Person

[Signature]

Signature

Executive Director

Title:

10/10/17

Date:

CITY OF AUSTIN

JONATHAN DALCHAU

Printed Name of Authorized Person

[Signature]

Signature

PROCUREMENT SPECIALIST III

Title:

10/10/2017

Date:

EXHIBIT A

Proposal for Urban Forest Stewards

as submitted to the City of Austin

September 22, 2017



Executive Summary:

The Urban Forest Stewards is TreeFolks' expert-led class that trains citizen scientists in urban forest ecology which, when paired with additional educational offerings in specialized topics, community building resources, functions as a primary vehicle through which social capital is built among Central Texas residents wanting to improve forests in their communities and in Austin metropolitan region.

The Urban Forest Stewards (UFS) mission statement is to empower Central Texans to care and advocate for healthy forests in their communities and wildlands through classroom, experiential, and service learning opportunities. The first goal of the UFS program is to educate students in advanced topics related to urban forest ecology and to support the development of student-led citizen science projects for implementation. The second goal is to direct UFS students into additional educational and training opportunities offered by TreeFolks, and to assist students with implementing their UFS course projects. The UFS course includes 42 hours of in-class contact hours, and requires students to meet one Saturday per month for 6 months. Student learning outcomes for the UFS course include demonstrating knowledge in tree biology and ecology, tree identification, tree care and diseases, soils, urban forestry, City of Austin urban forest protection regulations and conservation measures, and regional scaled perspectives on forest health. UFS students are required to develop citizen science projects, referred to Stewardship Projects, related to tree planting, environmental education, tree mapping or community outreach. TreeFolks oversees these projects and coordinates volunteer hours required to complete them. TreeFolks' Educational Coordinator will allocate 4 hours a week for the duration of the course as office hours (totaling an additional 96 hours), when participants can call or seek advising in person if needed in developing their Stewardship Projects. In addition, there are TreeFolks' volunteer trainings and 4 add-on workshops that address specialized and advanced topics that UFS participants can choose to take to expand their learning and volunteer involvement. The volunteer training opportunities include TreeFolks' Volunteer Planting Supervisors, Tree ID Docents and Tree Surveyors. The TreeFolks Education Coordinator will direct UFS students to these additional opportunities by emphasizing the complimentary content and learning outcomes.

TreeFolks also re-engages former UFS participants in a variety of ways in order to connect and support them in applying their UFS knowledge and passion beyond the UFS course. The re-engagement of former UFS is critical to creating a community of trained volunteers who develop community projects, participate in the many volunteer trainings and events at TreeFolks, and volunteer with other civic, municipal and non-profit entities focused on urban forestry in the greater Austin region.

The end goal of the UFS program is to build social capital in two ways.

1. UFS graduates will be trained as citizen scientists and operate as a network of collectively trained residents, able to translate their expertise into community projects and volunteer efforts within TreeFolks.

2. The network of citizen scientists will add to the existing network of previous UFS students, UFS instructors, TreeFolks staff and TreeFolks community partners that uphold commonly shared values that consider healthy and diverse urban forests crucial to Austin's future. By cultivating cooperative relationships and sharing resources, UFS students will contribute to urban forestry improvement efforts by developing and implementing UFS course projects and pursuing additional education and volunteer training above and beyond UFS. TreeFolks has a strong and loyal constituency. People continue to attest that their energy and financial resources dedicated to the UFS program and to the diversity of volunteer opportunities has been wisely invested. Prior estimates of the value of volunteers indicate a return of investment on the UFS program of 300%.

The Need

Over the past thirty years, the City of Austin has been losing trees. Urban development, infrastructure development and drought contribute to urban canopy loss and reduced tree survivorship rates. Canopy cover in Austin has decreased from 38% to 31% over the past three decades. During the drought, between 2010-2011, an estimated 10% of Austin's urban forest was lost.

The Forest Service's urban forest inventory and assessment report, *Austin's Urban Forest, 2014*, estimates there are 33.8 million trees in Austin. A 2008 public tree inventory conducted by the City of Austin assumed 300,000 trees along streets and on maintained parkland, but admitted given sample size constraints there are far more within unmaintained, natural areas on public property.

City of Austin parks staff can only assess health and maintenance needs for public trees once every 80 years. Trees on private property, which constitute the majority of the city's urban forest, are excluded from city surveys and maintenance. A trained volunteer group is a logical and creative response that builds off existing social capital within the City to maintain and expand Austin's urban forests.

Volunteers trained by TreeFolks are passionate in their desire to nurture and maintain trees in times of plenty and hardship. The resources that exist to sustain the Urban Forest Stewards program include the Urban Forest Grant program, grants available through the Austin Parks Foundation, and technical assistance through TreeFolks. A fully funded Urban Forest Stewards program would leverage all of these resources to build networks and communities of citizen scientists and urban forests.

Urban Forest Stewards Program as Cultivating Social Capital

TreeFolks' education strategy is based on the idea that we empower people through education to become long-term change agents in their communities. Social capital is a central concept to TreeFolks' pedagogical philosophy and educational outcomes. For the purposes of this grant addendum, social capital relates to creating networks of knowledgeable, engaged and passionate UFS students. Developing the network represents the process side of social capital. The product side of social capital is the mobilization of the network into concrete, implementable projects that the UFS students develop in collaboration with TreeFolks staff.

Scholars have referred to the bonding of social capital as the web of cooperative relationships between people that collectively address public issues.¹ The UFS program serves as the primary network node through which students will receive advanced training, including the opportunity to enroll in the additional four UFS workshops offered quarterly. Moreover, UFS students will be invited to participate in existing volunteer training programs.

It is important to note that the UFS program is one point of contact for volunteers, and the UFS course content provides a basic overview that positions students well for obtaining additional volunteer training and education in advanced topics. TreeFolks' general strategy is to demonstrate the value of urban forestry to students at all levels by offering learning opportunities for novices and experts. Initial engagement for a novice begins with a free Tree ID Stroll, a volunteer tree planting, or obtaining a free tree through the NeighborWoods program. As people become interested in learning more, TreeFolks is able to connect them to the Urban Forest Stewards Program, where they can apply their passion and develop skills that extend beyond the course.

The UFS program considers urban forestry to include knowledge about trees and their ecology, and equally important, knowledge about working with community members and effectively managing volunteers supporting urban forestry projects. In the UFS program, students become knowledgeable in tree biology and ecology, and develop a toolkit of maintenance strategies that are appropriate for water rich and water poor conditions. UFS students also are introduced to models and strategies for engaging their local community members. TreeFolks understands that engaging communities is an ongoing process that begins with our educational programs and then works with the trained volunteer groups to provide them opportunities and support for applying their knowledge locally. TreeFolks builds social capital through education because we are committed to building a community of residents invested in trees and ultimately in the Austin ecosystem. It is the increased knowledge and training of these volunteers that allows TreeFolks, and the City of Austin, to expand the impact of all volunteer and education programs beyond what could be achieved with existing funding, TreeFolks staff, and City of Austin personnel.

UFS Course Description

TreeFolks has offered the Urban Forest Stewards program, previously known as the Citizen Forester workshop in the Austin area for over 10 years. The 2016-2017 Urban Forest Stewards course was the first in our history to span the course of six months, rather than clustering the classes onto consecutive Saturdays during the fall season.

A sample curriculum follows, and is designed to emphasize ecological connectivity and community while still including standard tree care. Unlike in trainings to prepare students for arborist certification, UFS students are more likely to be interested in how trees fit within the greater ecology of Austin, and to be motivated to learn about available tools to help them with their own community projects. Classes are conducted in different locations to ensure that students are exposed to Austin's diverse ecosystems.

¹ Brehm, John, and W Rahn. 1997. 'Individual-Level Evidence for the Causes and Consequences of Social Capital.' *American Journal of Political Science* 41: 999 – 1023.

Finally, student stewardship projects and volunteer hour requirements were introduced in last year's course. Participants were asked to attend 6 classes, develop or contribute to an urban forest stewardship project, and volunteer for 10 hours in service of trees over the course of the year to obtain the Urban Forest Steward designation.

Survey results from the 2016-2017 UFS graduates indicate participant satisfaction was very high. The average rating for overall course satisfaction was 4.5/5. Participants liked the one class per month structure, especially the hands-on learning opportunities. All respondents appreciated the volunteer and stewardship project requirements even though they presented extra work. Participants also expressed the desire to continue to UFS volunteer to help the urban forest and to stay in touch and continue attending UFS activities.

UFS Graduate Retention & Outreach

Current UFS Students. Retaining and engaging program graduates is the most important social capital building component of the UFS program. In 2016, TreeFolks hosted happy hour events between monthly class sessions to re-engage prior UFS graduates to sustain the sense of community and to inform graduates of additional learning opportunities. Those who attended gave very positive feedback on these events.

All UFS participants developed and executed independent stewardship projects, from starting a greenhouse at their high school to leading tree mapping meet-ups. These great projects were inspiring in their variety and creativity and will serve as examples for future students.

SURVEY SAYS...

The course helped me grow as a person. I'm much more conscious of the importance of urban forests, the environment, and what I can do to make our current situation a little better. Thank you! :) It's been fun. And I look forward to working with you all!

I have greater appreciation for the benefits and fragility of our urban tree canopy. Also, I know a lot more about pruning trees, tree pests, and maintenance.

I had a lot of fun. Loved the lectures and the activities & I loved getting to go to different locations for each class. I wish we had gone outside more or had more hands-on activities.

Excellent program: all presenters were experts and well prepared for the program topics. Meeting at different locations introduced me to places new to me in the area. Excellent materials use of on-line resources. Great job!

Student	Project Title/Description
Shelby Acosta	Translating TreeFolks outreach materials into Spanish
	Shelby volunteered to translate TreeFolks outreach materials into Spanish to make our literature more inclusive and foster participation by the Spanish speaking community in TreeFolks programs. Her presentation led to a great talk on the need for diversity and inclusivity in the environmental stewardship world.
Jeff Beckage	Educational outreach posters about intangible and tangible benefits of trees
	Jeff is working with Laura Schuman at the City of Austin's Urban Forestry Division to create posters sharing the intangible and tangible benefits of trees. He's using the city's software that calculates ecosystem benefit and tree value, similar to OpenTreeMap. He'll place these posters outside of Tom's, Patagonia, and his home and work to bring awareness to the hidden value of our trees.
Leslie Bell & Christopher Francke	Trees for free! Reaping the benefits of hardworking squirrels and foraging for seed in Austin to grow saplings.
	Christopher and Leslie grew saplings in recycled containers using free seeds and novel, free or low-cost water catchment devices (recycled bottles in a canoe and old drums from car wash places!) and squirrel prevention methods (cut off tops of juice jugs!). They dug up saplings that squirrels planted and foraged seeds from parking lots and other places and grew those seeds. They keep a log showing where each sapling came from. They are excited to share saplings with you! You can Contact Christopher at cefrancke@yahoo.com .
Thora Gray	Austin Discovery School Community Garden
	Planted 68 trees this year in 4 months at Austin Discovery School. Note: funds for the trees were supplied by TreeFolks as well
Sloan Kelly	Taking photos for the TreeFolks Tree Key
	Sloan has been taking so many amazing photos for the TreeFolks Tree Key! Soon you'll be able to see them featured once the tree key is ready. She said she learned a lot about tree ID by taking photos.
Maribel Mast	Mapping trees in Bastrop and community outreach
	On top of volunteering at TreeFolks reforestation events in Austin and Bastrop, Maribel mapped trees at her house in a neighborhood in Bastrop where many trees are dying and lots are rapidly being developed. She suspects that the tree deaths may be due to heavy use of pesticides. She is planning to work with her community to help them learn how to help trees survive. See her slides in the Google Drive folder to see the trees she mapped on OpenTreeMap.
Nina Rinaldi	Creating a tree mapping meetup group
	Nina is creating a fun meetup group to go explore parks, map trees, and sometimes (all the times?) finish up with happy hour. It's a no pressure, fun, tree lovin' group. We'll share her great events so you can join in on the fun!
Ashley Spiro	Reviving a greenhouse at Bowie High School and mobilizing students to grow trees
	What was once a sad, scary looking greenhouse and is now an up-and-coming greenhouse filled with 34 growing redbuds from TreeFolks and lots of eager students chatting and caring for trees! With her Enviro Sci students and Earth Club involved, they're going to accomplish great things! Plant propagation? Raising saplings for fundraisers? Sky's the limit. Photos available.

Table 1. List of UFS projects from 2016-17.

UFS Graduates. UFS graduates will be introduced to several advanced volunteer opportunities within the TreeFolks organization. These opportunities include training to become Planting Supervisors, Tree ID Docents, and Tree Surveyors. A general volunteer module will be presented at each of these respective trainings, to make sure all advanced TreeFolks volunteers are presented a menu of options for their continued volunteer involvement.

- *Volunteer Planting Supervisors* receive advanced training to directly train and lead groups of volunteers at all TreeFolks planting events. These folks are often repeat volunteers and are trained to effectively interface with volunteers and ensure the quality of all TreeFolks tree plantings.
- *Tree ID Docents* are tree ID experts who lead our free Tree ID Strolls (and hikes and bike rides). Approximately 15-20 Tree ID events are held throughout the year at various parks, greenbelts, and preserves around Austin. The docents are naturalists, landscape architects, arborists, and other plant ID experts who teach up to 25 attendees at each event. Many attendees interact with TreeFolks for the first time through a Tree ID event, and many attendees attend several of these events each year.
- *Tree Surveyors* are residents who receive training through TreeFolks on how to use and contribute to the Austin Tree Map. These volunteers often self-organize mapping events with other volunteers; this citizen science effort is fostered through TreeFolks' Super Surveyors Facebook group.

We developed a social media and marketing plan to maintain contact with and foster engagement with graduates of the UFS program across all TreeFolks programming. TreeFolks maintains an Urban Forest Stewards program Facebook group, where the Education Coordinator will post latest community urban forestry research content, and opportunities for volunteering and training. TreeFolks will host two happy hours during 2017-2018 to introduce former and current UFS participants.

Add-on workshop attendees. An additional way to keep both UFS alumni and current students engaged is a series of add-on workshops. TreeFolks will reach a minimum of 30 students annually through four additional one-time workshops, each covering relevant topics such as those listed below.

Topics that are useful include:

- Emerald Ash Borer: What to Expect
- Management Strategies for Invasive Species
- Identification of Challenging Tree Species (i.e. all the oaks)
- Tips and Template for Effective Grant Writing
- Effective Management & Coordination of Volunteer Groups
- Treating Tree Diseases
- Care of Mature Trees

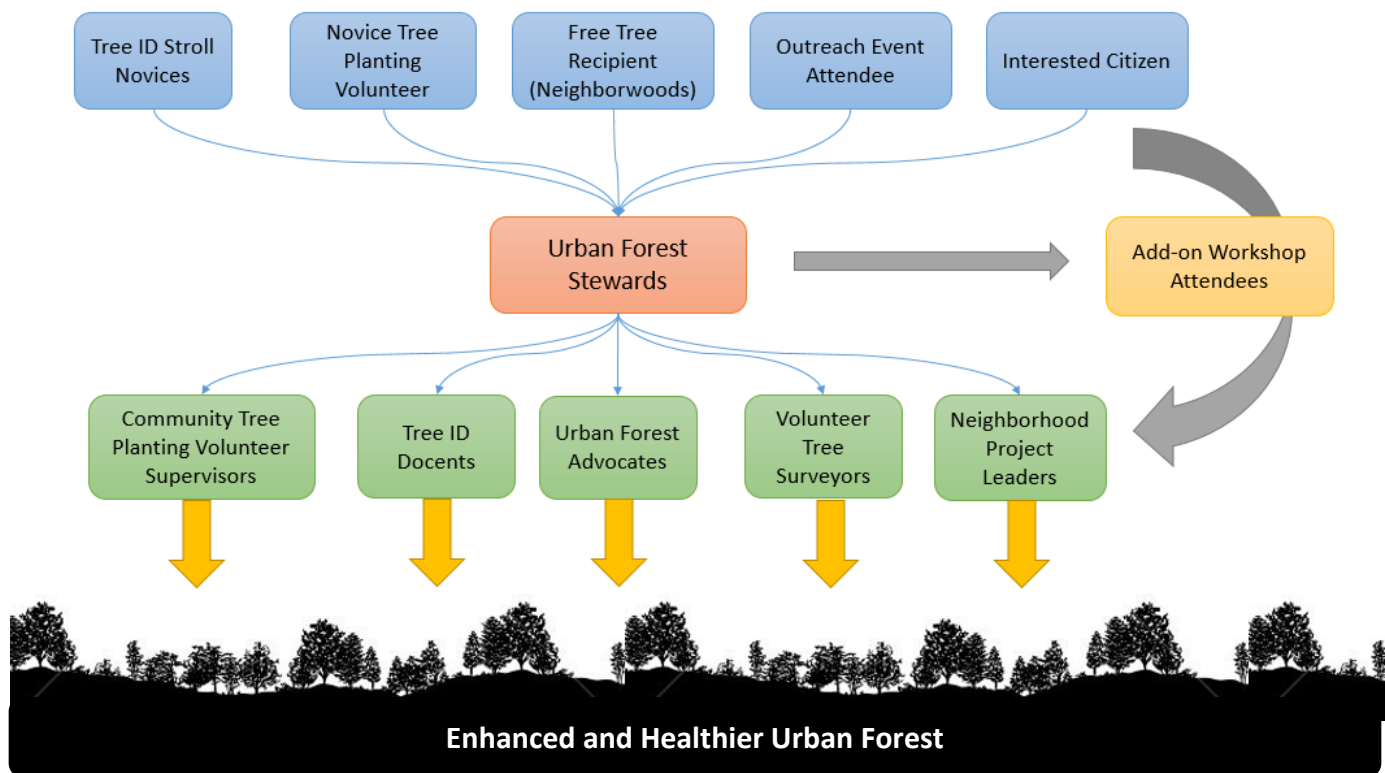


Figure 1. Graphic illustrating the paths through which early volunteers and beginners become empowered leaders and advocates for the urban forest through the Urban Forest Stewards program.

Metrics

Through UFS graduates' ability to train and enable others, the impact of the UFS program far surpasses the superficial enrollment of 30 students. Through functioning as Planting Supervisors, Tree ID Docents, and Ambassadors, we estimate the potential impact to be similar to last year's volunteer impact in these program areas. Through 130 events, 16,237 trees were planted and given away. A total of 10,377 people were reached; they volunteered, received urban forestry training, or received free trees along with maintenance information. The volunteer labor they directly served or assisted others in serving (as in during tree planting) is equivalent to 5,415 hours, and represents a donation of \$124,930 to the Austin urban forest. Based on the cost of this program, the ROI (return on investment) for Urban Forest Stewards is over 300%.

Table 2 identifies metrics for previous (beginning in 2012) and current UFS participants. Table 3 (page 15) outlines in-class contact hours for UFS, enrollment goals and units of measure. Please see Table 3 (on page 15) for Workshop metrics.

Urban Forest Stewards Metrics 2017-2018 and Former UFS cohorts	Urban Forest Stewards Metrics 2017-2018 Cohort
#UFS annual enrollment	Evaluation of UFS participant knowledge through quizzes & exams
# UFS student community urban forestry projects started	#Stewardship Projects developed
#UFS grads and current students attending tree giveaway events	#Stewardship Projects implemented
#UFS grads and current students attending tree planting events	
#UFS grads and current students volunteering for tabling	
#UFS grads and current students leading Tree ID Walks	
#UFS grads and current students participating in tree mapping and surveying events	
#UFS grads and current students participating in community planting events	
#UFS grads and current students completing Tree ID Docent training	
#UFS grads and current students completing NeighborWoods Ambassador training	
#UFS grads and current students completing Plant Supervisor training	
#UFS grads and current students completing Open TreeMap Tree Surveyer training	
# total hours of volunteer time donated by UFS grads and current participants to TreeFolks	
In-kind donations made by UFS grads and current participants	
Actual donations made by current UFS participants	

Table 2. Urban Forestry Stewards Program metrics to be tracked by TreeFolks beginning 2017.

Marketing and Promotion

TreeFolks will promote the Urban Forest Stewards course through a professional marketing campaign, using social media, web, and print channels. There is an UFS Facebook group administered by TreeFolks, where UFS participants will be informed of upcoming volunteer and training events, and current research and information related to community urban forestry. TreeFolks has years of experience promoting UFS, and staff skilled in graphic design to assist with delivering marketing pieces. TreeFolks will credit the City of Austin as a partner in all promotional and printed course material, and appropriate materials will reference the role UFS plays in fulfilling the Austin Urban Forest Plan, specifically for its role in utilizing citizen volunteers to engage in urban forest stewardship.

Moderator: Location: Sunset Valley City Hall				
Nov 18 The Role of Urban Forest Stewards & Trees 101	8:45 AM	9:00 AM	Sign in	
	9:00 AM	9:45 AM	UFS Program Introduction Project explanation Volunteer Opportunities Pre-exam	TreeFolks
	9:45 AM	10:45 AM	State of the Urban Forest & Urban Forest Grant Program	City rep
	10:45 AM	11:00 AM	BREAK	
	11:00 AM	12:00 PM	Trees of Central Texas	Sean Watson, LBJWFC
	12:00 PM	12:45 PM	LUNCH	
	12:45 PM	2:45 PM	Tree Identification (outside)	April Rose
	2:45 AM	3:00 PM	BREAK	
	3:00 PM	4:00 PM	Right Tree, Right Place	Colleen Deiter
	4:00 PM	4:15 PM	Wrap-up/Questions	Sarah, TreeFolks
Moderator: Location: Hornsby Bend				
Dec 16 Tree Biology & Ecology	8:45 AM	9:00 AM	Sign in	
	9:00 AM	9:15 AM	Intro	TreeFolks
	9:15 AM	10:00 AM	Benefits of an Urban Forest	Thais Perkins, TreeFolks
	10:00 AM	10:15 AM	BREAK	
	10:15 AM	11:30 AM	Tree Biology	Brad Hamel, Texas A&M Forest Service
	11:30 AM	12:15 PM	LUNCH	
	12:15 PM	1:15 PM	Insects & Disease	
	1:15 PM	2:15 PM	Intro to Tree Risks	Jim Carse, University of Texas
	2:15 PM	2:30 PM	BREAK	
	2:30 PM	3:15 PM	Urban-Wildlife Interface and Reforestation	TBD
	3:15 PM	3:30 PM	Wrap-up/ Questions	

Moderator:			Location: TBD	
Jan 20	8:45 AM	9:00 AM	Sign in	
Arboriculture & Stewardship	9:00 AM	9:10 AM	Intro	TreeFolks
	9:10 AM	9:30 AM	Getting things done - FBFF Case Study	Will be different: Jonathan Barona & Mitch @ Festival Beach Food Forest
	9:30 AM	10:15 AM	Engaging and Motivating Volunteers	TreeFolks Volunteer Coordinator
	10:15 AM	10:30 AM	BREAK	
	10:30 AM	11:30 AM	Young Tree Care	TreeFolks
	11:30 AM	12:15 PM	LUNCH	
	12:15 PM	1:45 PM	Tree planting and care practicum (including pruning)	TreeFolks
	1:45 PM	2:00 PM	BREAK	
	2:00 PM	3:15 PM	Tree planting and care practicum, continued.	TreeFolks
	3:15 PM	3:30 PM	Wrap-up	
Moderator:			Location: Wildflower Center	
Feb 24	8:45 AM	9:00 AM	Sign in	
Urban Canopy & Sustainability	9:00 AM	9:15 AM	Intro	TreeFolks
	9:15 AM	10:15 AM	Soils	Vincent Debrock
	10:15 AM	10:30 AM	BREAK	
	10:30 AM	11:30 AM	Water Quality and Riparian Buffers	Staryn Wagner, City of Austin, Watershed Protection
	11:30 AM	12:00 PM	Protecting the Urban Forest	Keith Mars, CoA
	12:00 PM	12:45 PM	LUNCH	

	12:45 PM	1:45 PM	Species Diversity and Wildlife Habitat	TBD
	1:45 PM	2:00 PM	BREAK	
	2:00 PM	3:15 PM	Tree surveys (Austin Tree Map)	TreeFolks
	3:15 PM	3:30 PM	Wrap-up	
Moderator: TBD Location: TBD				
Mar 24				
Sustainable Forestry (Urban and Rural)	9:00 AM	11:00 AM	Panel discussion of Sustainable Forestry (Urban and Rural)	
	11:00 AM	11:15 AM	BREAK	
	11:15 AM	1:15 PM	Urban Heat Island and Urban Forestry	
	1:15 PM	3:30 PM	TBD	

			Moderator:	Location: Wild Basin
Apr 14	9:00 AM	9:30 AM	UFS Program Overview Volunteer Opportunities & UFS into the future	TreeFolks
Graduation & Celebration	9:30 AM	10:30 AM	Citizen science project presentations (10-min each)	UFS participants
	10:30 AM	10:45 AM	BREAK	
	10:45 AM	11:45 AM	Citizen science project presentations (10-min each)	UFS participants
	11:45 AM	12:15 PM	Certificate and nametag ceremony	TreeFolks & The City of Austin representatives
	12:15 PM		Potluck	

Budget

UFS				
Item		Quantity	Rate	Total
Personnel		(hrs)		
Executive Director		104	\$32.16	\$3,345
Operations Director/Contract Mgt		104	\$25.00	\$2,600
Urban Forests Manager		208	\$24.00	\$4,992
Office Manager		52	\$18.00	\$936
Volunteer Coordinator		416	\$22.00	\$9,152
Education Coordinator		937	\$22.00	\$20,614
Personnel Subtotal				41,639
Educational Materials		(ea)		
I-Pad Data		50%	\$500	\$250
Binders		40	\$15	\$600
First Aid/ CPR Training		1	\$90	\$90
Printing & Copying		1	\$500	\$500
Materials Subtotal				1,440
Field Supplies				
Refreshments		6	\$50	\$300
Insurance		50%	\$200	\$100
Transportation		1	\$500	\$500
Field Subtotal				900
Sub-total UFS				\$43,979

Budget Justification

1. *Executive Director*. 104 hrs. Directs long term vision of organization and program, leverages board support to strengthen program, manages community partnerships to strengthen strategic plan goals.
2. *Operations Director/Contract Management*. 104 hrs. Ensures quarterly contract compliance, 501(c)3 compliance, manages annual budgets and audit.
3. *Urban Forest Programs Manager*. 208 hours. Ensures monthly contract compliance, manages community partnerships to strengthen program goals, manages urban forest team to ensure organizational resources are leveraged in support of program.
4. *Office Manager*. 52 hours. Manages registration, website, processes payments, coordinates program materials.
5. *Volunteer Coordinator*. 416 hours. Integrates UFS graduates into volunteer opportunities, builds volunteer program. Ensures existing program is responsive to UFS needs.

6. *Education Coordinator*. Implements all aspects of UFS program, including speaker coordination, reporting, tracking, course planning, and developing deep knowledge of UFS registrants in order to assist them in turning knowledge into action. Education Coordinator will hold office hours 4 hours per week for the duration of the UFS course, totaling an additional 96 hours.
7. iPad data. \$250 of data plan (50%) for one ipad to be used for UFS purposes.
8. Binders. \$600. 40 to be distributed amongst program recipients.
9. First Aid/CPR. \$90. To ensure program coordinator is certified for the safety of students.
10. Printing/Copying. \$500 for program materials copying.
11. Refreshments. \$300. For student lunches and other program refreshments (i.e. breakfast)
12. Insurance. \$100. Liability insurance share.
13. Transportation. \$500. Gas and mileage for coordinator.

Table 3. TreeFolks: Urban Forest Steward Program 2017-2018: Class time, Student enrollment goals and tracked outcomes.

Strategy	In-class contact hours	Goal for student numbers	Unit of measurement/Outcome
<p>UFS: Urban Forest Stewardship Course Advanced training for participants in tree biology and ecology, urban forest ecology, tree care (including health, disease), regulatory protections and conservation measures. Students are required to develop a project able to be implemented upon completion of the course. The hours dedicated to project development and implementation are not included in the in-class contact hours.</p> <p>Six classes * 7 hours each = 42 hours of in-class contact hours. ADDITIONALLY: 4 hours of weekly office hours * 24 weeks = 96 hours allocated for student advising. These hours are not included in the in-class contact hours.</p>	42	30	<p>UFS participant knowledge evaluated with quizzes & exams. UFS Volunteer Hours tracked post-UFS course. Tracking of UFS project implementation.</p>
<p>1. Existing Volunteer Opportunity: Planting Supervisor Training</p>	4	10	<p>Number of plant supervisors total for a given year; number of plant supervisors that are UFS participants for the same given year.</p>
<p>2. Existing Volunteer Opportunity: Tree ID Docent Training</p>	4	10	<p>Numbers of Tree ID Docents total for a given year; number of Tree ID Docents that are UFS participants for the same given year.</p>
<p>3. Existing Volunteer Opportunity: Open TreeMap Tree Surveyer</p>	2	10	<p>Number of volunteer hours spent mapping for a given year; number of UFS participant volunteer hours mapping in same given year; size of areas mapped.</p>

Table 3. TreeFolks: Urban Forest Steward Program 2017-2018: Class time, Student enrollment goals and tracked outcomes.

Strategy	Estimated class time hours	Goal for student numbers	Unit of measurement/Outcome
4. Existing Volunteer Opportunity: Ambassador Training through NeighborWoods Program	3	10	Total number of NeighborWoods Ambassador volunteers in a single year; Number of UFS participants that train as an Ambassador in the NeighborWoods Program in a given year.
5. UFS Workshop #1: Urban Forest Grant Application Workshop. TF staff review grant opportunities and assist participants with grant applications.	3	20	Resource Packet, including grant application templates. Total number of attendees for a given year; number of UFS participants for the same year.
6. UFS Workshop #2: Introduction to Nature Based Programs and Resources UF Grant, Adopt a Park, Adopt a Creek, Austin Parks Foundation Grants, Neighborhood Partnering Projects; water conservation rebates, and additional community based resources. TF would bring in speakers from the various programs or present approved information on their behalf.	4	20	Resource Packet. Total number of attendees enrolled in a given year; number of UFS students enrolled in same given year.
7. USF Workshop #3: Management Strategies for Invasive Species: Review of Invasive Tree species in Central Texas. Overview of site level and regional approaches for managing invasives. TF would bring in speakers to conduct in-class and field-based instruction.	2	20	Total number of attendees enrolled in a given year; number of UFS students enrolled in same given year.

Table 3. TreeFolks: Urban Forest Steward Program 2017-2018: Class time, Student enrollment goals and tracked outcomes.

Strategy	Estimated class time hours	Goal for student numbers	Unit of measurement/Outcome
8. USF Workshop #4: Identification of Challenging Tree Species (focus on oaks). Overview oak species in Texas; field-based training for identifying oak species. TF would bring in speakers to conduct in-class and field-based instruction.	3	20	Total number of attendees enrolled in a given year; number of UFS students enrolled in same given year.
Totals	67	150	
	Number of in-class contact hours	Number of students in trainings & workshops	



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 30, 2017

Arborholic, LLC
Ms. Linda Johnson
2304 Water Well Lane
Austin, TX 78728

Dear Ms. Johnson:

The Austin City Council approved the execution of a contract with Arborholic, LLC and TreeFolks, Inc. for Tree Distribution and Education Programs in accordance with the referenced solicitation.

Responsible Department:	Development Services Department
Department Contact Person:	Leah Haynie
Department Contact Email Address:	leah.haynie@austintexas.gov
Department Contact Telephone:	(512) 974-2070
Project Name:	Tree Distribution and Education Programs
Contractor Name:	Arborholic, LLC
Contract Number:	MA 5300 NA170000173
Contract Period:	6/30/2017 – 6/29/2018
Dollar Amount	\$400,000 divided between the Contractors
Extension Options:	Four 12-month options
Requisition Number:	RQM 5300 17031300352
Solicitation Type & Number:	RFP MMO0303
Agenda Item Number:	38
Council Approval Date:	6/15/2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
ARBORHOLIC, LLC ("CONTRACTOR")
FOR
TREE DISTRIBUTION AND EDUCATION PROGRAMS
MA 5300 NA170000173**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Arborholic, LLC having offices at 2304 Water Well Lane, Austin, TX 78728 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP MMO0303 - Tree Distribution and Education Programs.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), RFP MMO0303 - Tree Distribution and Education Programs including all documents incorporated by reference
- 1.1.3 Arborholic, LLC Offer, dated 4/7/2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$400,000 divided between the contractors for the initial Contract term and \$400,000 divided between the contractors for each extension option as indicated in Attachment A - Price Proposal Form. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 Arborholic, LLC will provide services for the Certified Arborist Prep Course and Tree Maintenance Training programs as proposed in their response to RFP 5300 MMO0303 Tab 4 and Tab 6.

- 1.6.2 TreeFolks, Inc. will provide services for the Neighborwoods and Ready, Set, Plant! Tree Distribution and the Urban Forest Stewards programs as proposed in their response to RFP 5300 MMO0303 for the listed items under Tab 4 and Tab 6.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ARBORHOLIC, LLC

Linda Rebecca Johnson

Printed Name of Authorized Person

[Signature]

Signature

Owner/Manager

Title:

6/29/2017

Date:

CITY OF AUSTIN

JONATHAN DALCHAU

Printed Name of Authorized Person

[Signature]

Signature

PROCUREMENT SPECIALIST IV

Title:

6/30/2017

Date:

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Executive Summary

Tree Care in Austin is often provided by unskilled tree care workers - the folks who get a truck and chainsaw and go around neighborhoods and offer their “services”. This leads to poor practices and trees that don’t live to their full potential. Homeowners hire these folks, or even ask their lawn care workers to do a little tree work while their lawn is being mowed, due to a lack of knowledge about proper tree care. The unskilled tree workers and lawn care workers often “don’t know what they don’t know”.

The Request for Proposal lists three education programs, Urban Forest Stewards (UFS) - citizen training, and Certified Arborist Prep Class (CAP) and Tree Maintenance Training (TMT) - training for professionals. UFS is designed to reach the homeowners and teach them what good tree care looks like and encourage them to hire qualified tree care companies. TMT is designed to reach City staff whose jobs don’t require tree care but often impacts trees (such as when weed-eating or mowing near trees). CAP is designed to reach the tree care workers who’d like to become more professional and teach them the correct way to care for trees while preparing them to take the ISA Certified Arborist exam. TMT will provide basic tree information to staff, teaching them why it’s important to be careful near trees.

UFS is appropriate for an organization with a large volunteer base hungry for more education. CAP and TMT should be organized and taught by industry professionals.

Arborholic, LLC, Streamside Green, LLC and Arbor Vitae Tree Care specialize in arboricultural industry education. With over 50 years of experience between them, they have extensive experience organizing, coordinating, and teaching professional development workshops for arborists. Joining in this partnership is Lee Towns Consulting, a marketing professional with nine years of experience in natural resources marketing.

I. Goal of programs

While each program has a goal of increasing the tree knowledge of attendees, the audiences are different. The goal of the CAP program is to increase the professional knowledge of tree care workers and to provide them with the knowledge and skills necessary to pass the ISA Certified Arborist exam. The goal of the TMT program is to increase the care with which city staff treat trees and to minimize damage done to trees in the course of their ordinary business.

II. Program: Certified Arborist Prep Course (CAP)

The Certified Arborist Prep Course (CAP) is a training course that provides affordable and comprehensive arboriculture instruction needed to pass the International Society of Arboriculture (ISA) Certified Arborist exam. CAP has been offered in the Austin area since 2015

and will be presented over four days. In addition to the class presentations, a Facebook study group and study tips emails will be made available to registrants.

III. Program: Tree Maintenance Training (TMT)

The Tree Maintenance Training (TMT) program will provide an introduction to tree care principles to City staff who are not normally tasked with tree care. Each workshop will be a stand-alone one day workshop that will be a combination of classroom and field demonstrations. Master instructors are Guy LeBlanc of Arbor Vitae Tree Care and Rebecca Johnson of Arborholic, LLC.

IV. Cost

The total cost for CAP would be **\$16,521**. This includes Fees & Costs of \$24,087, which is offset by registration income of \$7,566.

The total cost for TMT would be **\$12,804**.

Due to efficiencies of scale, if both programs are awarded to this team, the total cost would be **\$27,954**.



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5300 MMO0303

DATE ISSUED: April 10, 2017

REQUISITION NO.: 5300 17031300352

COMMODITY CODE: 98802, 94745, 59575

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACTS:**

Primary Contact:

Jonathan Dalchau

Procurement Specialist IV

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

Secondary Contact:

Erika Larsen

Procurement Specialist II

Phone: (512) 974-3127

E-Mail: erika.larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Tree Distribution and Education Programs

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:00 AM, Thursday, April 13, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 215.1, AUSTIN, TEXAS 78701

PROPOSAL DUE PRIOR TO: 2:00 PM, Thursday, April 27, 2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM, Thursday, April 27, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0303	Purchasing Office-Response Enclosed for Solicitation # MMO0303
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	TREE AND SAPLING TECHNICAL SPECIFICATIONS	3
Attachment B	PURCHASING OFFICE EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Arborholic, LLC	
Physical Address	2304 Water Well Ln, Austin, TX 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<u>No</u>

Independent

~~SUB~~CONTRACTOR(S):

Name of Local Firm	Arbor Vitae Tree Care	
Physical Address	PO Box 91924, Austin, TX 78709	
Is your headquarters located in the Corporate City Limits? (circle one)	<u>Yes</u>	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Independent

~~SUB~~CONTRACTOR(S):

Name of Local Firms	Streamside Green LLC	Lee Towns Consulting
Physical Address	PO Box 227, Round Rock, TX 78954	133 River Park Dr, New Braunfels, TX 78130
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Arborholic, LLC, Streamside Green, LLC, Arbor Vitae Tree Care & Lee Towns Consulting

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name University of Texas
Name and Title of Contact Jim Carse, Assistant Manager - Urban Forestry
Project Name Structural Pruning Workshop
Present Address 1301 E. Dean Keeton St, Bldg FC-8
City, State, Zip Code Austin, TX 78722
Telephone Number (512) 475-7756 Fax Number (____) _____
Email Address jim.carse@austin.utexas.edu

2. Company's Name _____
Name and Title of Contact W. Todd Watson, PhD, BCMA
Project Name Arboriculture 101
Present Address PO Box 524
City, State, Zip Code Millican, TX 77866
Telephone Number (979) 218-0783 Fax Number (____) _____
Email Address todd-watson@earthlink.net

3. Company's Name Bandit of Texas
Name and Title of Contact Saul Villalon, General Manager
Project Name Chipper Safety
Present Address 1505 East Hwy 80
City, State, Zip Code Mesquite, TX 75150
Telephone Number (469) 203-2344 Fax Number (____) _____
Email Address s.villalon@banditchippers.com

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

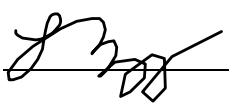
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of April, 2017

CONTRACTOR	<u>Arborholic, LLC</u>
Authorized Signature	<u></u>
Title	<u>Manager/Owner</u>

Section 0815: Living Wages Contractor Certification

Company Name Arborholic, LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
Linda Rebecca Johnson	Manager/Owner
Streamside Green LLC	Independent Contractor
Lee Towns Consulting	Independent Contractor
Arbor Vitae Tree Care	Independent Contractor

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Arborholic, LLC, Streamside Green, LLC, Arbor Vitae Tree Care & Lee Towns Consulting

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: n/a Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: n/a

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM



**ADDENDUM
REQUEST FOR PROPOSAL
TREE DISTRIBUTION AND EDUCATION PROGRAMS
CITY OF AUSTIN, TEXAS**

RFP: MMO0303

Addendum No: 1

Date of Addendum: April 17, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Clarification: Replace Section 0400 – Supplemental Purchase Provisions with **Section 0400 – Supplemental Purchase Provisions - UPDATED 20170418** to update Explanations or Clarifications section with the following:

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, on Thursday April 20th, 2017. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

- 2.0 Clarification: Replace Section 0500 – Scope of Work with **Section 0500 – Scope of Work - UPDATED 20170418** to remove Paragraph 4.4.2.6 in its entirety.
- 3.0 Clarification: Replace Attachment A – Tree and Sapling Technical Specifications with **Attachment A – Tree and Sapling Technical Specifications - UPDATED 20170418**.
- 4.0 Questions and Answers.

(Q1) In our experience, not many of the Texas nurseries follow the Florida Grades and Standards for Nursery Plants?

(A1) The City prefers that the Florida Grades and Standards for Nursery Plants guidelines are followed and will consider these as the default standard. The City may consider alternative suggestions. However, any changes away from the Florida Grades and Standards for Nursery Plants shall be approved by the City in writing prior to the planting season each year.

(Q2) Some of the reports, like survivability report are typically not available in the months leading up to July as, are the report due dates able to be separated?

(A2) The City is willing to work with the Contractor on specific reports should be due by way of mutual agreement as stated in Paragraph 4.2.3.1 in Section 0500 - Scope of Work.

(Q3) In the past the City's Watershed Protection department monitored sapling growth and mortality rates, is this something that the City would continue to do or turn it over to the Contractor?

(A3) Paragraph 4.4.2.6 has been removed from Section 0500 - Scope of Work. The City's Watershed Department will use a survival study to estimate the mortality of the saplings.

(Q4) How did the City determine a price of \$150 charge for the arborist certification preparation course when other courses charge \$250 or more?

(A4) The City intends to use funding to the Contractor to help supplement the costs of the course. However, the City is open to suggestions on how to price these courses.

(Q5) Do we need to provide materials from speakers in Spanish?

(A5) The Contractor and City will mutually agree on what materials should be provided in Spanish.



(Q6) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A6) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

(Q7) I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?

(A7) Section 0900 – No Goals Form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 for assistance in correctly completing Section 0900 – No Goals Form.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A blue ink signature of Jonathan Dalchau, Procurement Specialist IV, Purchasing Office.

Jonathan Dalchau, Procurement Specialist IV
Purchasing Office

04/18/2017

Date

ACKNOWLEDGED BY:

Arborholic, LLC

Vendor Name

A black ink signature of an authorized representative of Arborholic, LLC.

Authorized Signature

5/4/2017

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5300 MMO0303

SOLICITATION TITLE: TREE DISTRIBUTION AND EDUCATION PROGRAMS

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

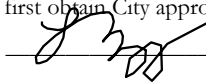
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Arborholic, LLC		
City Vendor ID Code	V00000944415		
Physical Address	2304 Water Well Ln		
City, State Zip	Austin, TX 78728		
Phone Number	512-730-1274	Email Address	rebecca@arborholic.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Rebecca Johnson, Manager/Owner



4/27/2017

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Authorized Negotiator

Rebecca Johnson
Manager/Owner, Arborholic, LLC
2304 Water Well Ln
Austin, TX 78728
512-730-1274
Rebecca@Arborholic.com

Approach & Methodology

Introduction

The Request for Proposal lists three education programs, Urban Forest Stewards (UFS) - citizen training, and Certified Arborist Prep Class (CAP) and Tree Maintenance Training (TMT) - training for professionals. UFS is appropriate for an organization with a large volunteer base hungry for more education. CAP and TMT should be organized and taught by industry professionals.

Arborholic, LLC, Streamside Green, LLC and Arbor Vitae Tree Care specialize in industry education. With over 50 years of experience between them, they have extensive experience organizing, coordinating, and teaching professional development workshops for arborists. Joining in this partnership is Lee Towns Consulting, a marketing professional with nine years of experience in natural resources marketing.

Approach

I. Characteristics of Adult learners

According to Malcolm Knowles, there are six main characteristics of adult learners:

1. They prefer to be self-directed/autonomous,
2. They utilize existing knowledge and experience,
3. Learning is goal oriented,
4. Learning is relevancy oriented,
5. Learning highlights practicality, and
6. Learning encourages collaboration.

Adult learners are a diverse audience. Each class will be made up of adults with varying degrees of expertise, actual or perceived, experience and education. Many of the participants will have been taught techniques and principles based on obsolete information and will have to reconcile the new knowledge with their previous experience.

The ISA study guide was designed to facilitate self-directed learning. Attendees will be encouraged to use their study guide to help figure out where they need additional instruction and to identify sources of further information.

Attendees of these programs will be taking time out of their ordinary work day. CAP attendees may be paying out of pocket and using paid or unpaid leave to attend the program. It is imperative that the class facilitator sets the stage for each class, restating the goals of the program and the relevancy and practicality of the program. The facilitator's role will be to prompt questions from the attendees, restate attendee questions if, and to help the instructor answer questions.

II. Typical Models

There are two "typical models" of adult education. The 5E model and the experiential learning model.

A. 5E Model

The 5E model is most often used in formal school curricula. The Es are: Engage, Explore, Explain, Elaborate, and Evaluate. For instance, Engage the audience with an activity, Explore by explaining

how the activity can be applied, Explain the principles behind the activity, Elaborate by suggesting further activities, and Evaluate by having the participants explain what they learned.

B. Experiential Learning Model

The Experiential model is most often used in informal workshops and covers five areas: experience, share, process, generalize and apply. The areas can be covered in any order, but applying is considered an important step in the learning process.

III. Goal of programs

While each program has a similar goal of increasing the tree knowledge of attendees, the goals are quite different due to the intended audience. The goal of the CAP program is to increase the professional knowledge of tree care workers and to provide them with the knowledge and skills necessary to pass the ISA Certified Arborist exam. The goal of the TMT program is to increase the care with which city staff treat trees and to minimize damage done to trees in the course of their ordinary business, i.e. properly pruning branches that get in the way of the mower or not weed-eating close to the trunk of a tree.

IV. Chosen model and variations by individual instructors

The ISA Study Guide uses a variation of the 5E model. Each chapter has clearly defined objectives and provides opportunities for readers to explore the knowledge and evaluate their grasp of it.

Adult learners look for instructors with practical experience and knowledge in the subject matter. Instructors will be chosen based on their ability to demonstrate the practical application of the subject matter. Instructors will be encouraged to follow the model of the study guide while putting their own spin on the subject matter.

TMT will use an experiential learning model. While students will not directly apply all of the material in class, they will watch demonstrations and have each demonstration narrated in an easy to understand fashion. Hands on activities will be used where possible without creating safety concerns.

V. Conditions should match application conditions

Research shows that the learning conditions should match the application conditions. The stated goal of the CAP program is to provide knowledge and skills necessary to pass the ISA Certified Arborist Exam. The exam is a multiple choice exam with no testing of practical skills. However, this is a very difficult learning environment for kinesthetic learners, so instructors will be encouraged to incorporate kinesthetic activities as much as possible. In addition, instructors will be encouraged to seek audience participation as much as possible. Instructors will receive information regarding Bloom's Taxonomy (<http://www.celt.iastate.edu/wp-content/uploads/2015/09/RevisedBloomsHandout-1.pdf>) and will be encouraged to structure their presentations to help facilitate higher-order thinking.

VI. Collaboration

Attendees will be encouraged to collaborate in their learning during their breaks and lunch. Instructors will be encouraged to invite audience collaboration during their presentations. In addition, Arborholic

and Streamside Green will encourage and facilitate discussion and collaboration on the Facebook group for CAP program.

VII. Reinforcement

The CAP program instruction will be reinforced through emails providing a summary of each day's instruction and sample questions.

Workplan

There are four main tasks for each of the programs:

1. Marketing & Promotion: marketing plan development and implementation
2. Planning: locating facilities and confirming speakers, ordering and assembling class materials, opening registration, developing educational materials
3. Implementation: facilitating each workshop/class, sending study guide emails
4. Reporting: reviewing pre- and post-tests, reviewing class reviews, final accounting

This general guideline is the same for both proposed programs, but will be implemented on different timelines.

Program: Certified Arborist Prep Course (CAP)

The Certified Arborist Prep Course (CAP) is a training course that provides local landscape professionals, private individuals, and government employees with affordable and comprehensive arboriculture instruction needed to pass the International Society of Arboriculture (ISA) Certified Arborist exam.

CAP has been offered in the Austin area since 2015 and has been modeled after similar classes developed in other municipalities. Classes have been led in the past by local arborists that have specialization in the major areas of study. Austin CAP was developed as a partnership between Texas A&M Forest Service (TFS), City of Austin (CoA) and TreeFolks, under the direction of Rebecca Johnson, then Education & Outreach Coordinator at TreeFolks.

The ISA Certified Arborist Study Guide is divided into 16 chapters:

1. Tree Biology
2. Tree Identification
3. Soil Science
4. Water Management
5. Tree Nutrition and Fertilization
6. Tree Selection
7. Installation and Establishment
8. Pruning
9. Tree Support and Lightning Protection
10. Diagnosis and Plant Disorders
11. Plant Health Care
12. Tree Assessment and Risk Management
13. Trees and Construction
14. Urban Forestry
15. Tree Worker Safety
16. Climbing and Working in Trees

CAP will be presented over four days, typically four consecutive Mondays or, in the event of holidays, two consecutive Mondays followed by a two week break and then two more consecutive Mondays. Four chapters will be covered per day, with each chapter allotted 90 minutes. Each chapter will be taught by a local arborist who has specialized knowledge in that chapter and will interject real world experience into the presentation.

In addition to the class presentations, registrants will be encouraged to join a Facebook study group and sign up for a study tips email. Emails will be sent the Wednesday following class and will provide a short summary of the previous class and have sample exam questions. After the series is complete, emails will continue to be sent to registrants with sample exam questions, links to resources to help them study and information regarding upcoming exam dates for 8 weeks.

- Arborholic, LLC and Streamside Green, LLC will organize and facilitate two CAP series each year - in June and November/December. Each series will provide registration for 30 individuals.
- The CAP series will be based on the most recent edition of the ISA Certified Arborist Study Guide, each chapter will be covered as a separate section of the series, four chapters per day. Each chapter will be covered by a local arborist who specializes in the area. The CAP series will serve a dual purpose of also helping arborists develop speaking skills.
- Attendees will be offered the choice of the Study Guide in English or Spanish at the time of registration.
- Attendees will be charged \$150 for the complete class series - this fee covers the majority of the cost of their Study Guide, their meals and snacks, and their class materials. If actual costs exceed \$150 per attendee, Arborholic will work with the Contract Manager to determine a registration fee for future classes.
- Two income based scholarships will be offered per class session. The methodology and criteria for application and approval of need based scholarships will be determined upon contract award and provided to the Contract Manager for review.
- Historically, CAP has drawn attendees from areas outside Austin, including as far away as Edmond, OK. As an alternative to offering a reduced registration fee to all attendees, the reduced fee could be offered as a scholarship to arborists based in the Austin corporate limits.
- Two City employees will be registered free of charge per class session. The methodology and criteria for application and approval employees will be determined upon contract award and provided to the Contract Manager for review.
- Attendees will be encouraged to join a Facebook group and sign up to receive an email newsletter with study tips and sample questions.

Promotion

- Lee Towns Consulting will provide a professional marketing campaign to promote the CAP course to local landscape professionals. The marketing campaign will be targeted to local tree care companies, landscape companies, and current natural resources students.
- Promotional materials will be produced in both English and Spanish.
- All promotional materials will credit CAP as a partnership between the Arborholic, LLC, Streamside Green, LLC, Texas A&M Forest Service and the City, and, where appropriate, include reference to fulfilling the Vision for Austin's urban forest listed in the Austin Urban Forest Plan.
- Promotion will be through website, social media platforms (including, but not limited to, Instagram, Twitter and Facebook), and traditional marketing methods in English and Spanish.

Timeline

June: Contract award.

Lee Towns Consulting starts developing marketing materials.

July: Marketing materials submitted to Contract Manager for review and approval.

August:

Arborholic, LLC and Streamside Green, LLC:

- finalize dates of first series and start soft roll out of marketing materials with *Lee Towns Consulting*;
- start developing educational materials, including pre- and post-tests.

Arborholic:

- posts teasers on social media and submits classes and dates to ISA for listing;
- develops criteria for income based scholarships and submits to Contract Manager for approval.

City of Austin:

- approves criteria for income based scholarships;
- submits names of employees selected for free admission;
- submits names and contact information for employees available to serve as speakers;
- makes suggestions of potential city facilities to host classes.

September:

Streamside Green:

- works with TFS to locate instructors;
- opens registration.

Arborholic:

- provides instructional coaching as needed;
- finalizes class location;
- submits notice of class for “Events” section of ISA Texas newsletter.

Arborholic and Streamside Green distribute flyers at Texas Tree Conference.

October:

Arborholic:

- orders Study Guides from ISA;
- prints and assembles class materials;
- requests CEU approval from ISA, and Advanced Training approval from Master Gardeners and Master Naturalists.

Arborholic and Streamside Green set up Facebook group for class attendees.

November/December: First CAP series.

Arborholic launches email newsletter with short summary of each class and sample test questions.

January:

Arborholic and Streamside Green analyze reviews from first series and make adjustments as necessary.

Lee Towns Consulting reviews and refines marketing materials.

February: Revised marketing materials submitted to Contract Manager for approval.

March:

Arborholic, LLC and Streamside Green, LLC:

- finalize dates of first series and start soft roll out of marketing materials with *Lee Towns Consulting*;
- revise educational materials, including pre- and post-tests, as needed;.

Arborholic:

- posts teasers on social media, including quotes from attendees of first series
- submits classes and dates to ISA for listing;
- Revises criteria for income based scholarships and submits to Contract Manager for approval, if necessary.

City of Austin:

- Approves revised criteria for income based scholarships;
- Submits names of employees selected for free admission;
- Submits names and contact information for employees available to serve as speakers;
- Makes suggestions of potential city facilities to host classes.

April:

Streamside Green:

- works with TFS to locate instructors;
- opens registration.

Arborholic:

- provides instructional coaching as needed;.
- finalizes class location;
- submits notice of class for “Events” section of ISA Texas newsletter;
- polls previous class to gather information regarding pass/fail of ISA exam.

May:

Arborholic:

- orders Study Guides from ISA;
- prints and assembles class materials;
- requests CEU approval from ISA, and Advanced Training approval from Master Gardeners and Master Naturalists.

Arborholic and Streamside Green invite registrants to Facebook group.

June: Second CAP series. Continue email newsletter.

July: Provide report to Contract Manager. Report will include a summary of pre- and post-test results, class reviews and analysis of effectiveness of marketing.

Sample schedule for class:

8:00:00 AM	8:30:00 AM	Registration and coffee
8:30:00 AM	8:45:00 AM	Welcome and objectives of class
8:45:00 AM	10:15:00 AM	Chapter 1
10:15:00 AM	10:30:00 AM	Break

10:30:00 AM	12:00:00 PM	Chapter 2
12:00:00 PM	12:30:00 PM	Lunch (provided)
12:30:00 PM	2:00:00 PM	Chapter 3
2:00:00 PM	2:15:00 PM	Break
2:15:00 PM	3:45:00 PM	Chapter 4
3:45:00 PM	4:15:00 PM	Wrap up and questions

Program: Tree Maintenance Training (TMT)

The Tree Maintenance Training (TMT) program will provide City staff, primarily staff not normally tasked with tree care, with an introduction to arboricultural principles and urban forestry training. The goal of each workshop will be to increase the quality and care of work performed around trees, increased awareness of potential issues regarding trees in public spaces, and increased safety during routine tree care operations.

Each workshop will a stand- alone one day workshop that will be a combination of classroom and field demonstrations and provide a great review or introduction to basic tree care. Topics covered will include basic tree biology, tree pruning, tree hazard assessment, job site safety and chain saw operation and safety. Also covered will be local tree ordinances and tree protection requirements, oak wilt prevention, equipment maintenance and basic tree identification. Master instructors are Guy LeBlanc of Arbor Vitae Tree Care and Rebecca Johnson of Arborholic, LLC.

- Arborholic, LLC will organize and conduct a minimum of four (4) TMT courses annually, providing a training opportunity for at least 100 students annually.
- Arborholic will ensure that each TMT course minimally covers the following topics, although exceptions based on audience need shall be considered:
 - Tree protection and local tree regulations
 - Chainsaw safety
 - Pruning properly
 - Tree risk assessment
 - Oak wilt prevention
 - Equipment maintenance
 - Basic tree biology
 - Basic tree identification
- Attendees or their departments will not be charged directly for attending training.
- Arborholic will work with the Contract Manager or designee to provide training registration through the City's employee training platform, TRAIN.
- Streamside Green, LLC will provide online registration for participants, if necessary.

Promotion

- Lee Towns Consulting will provide a professional marketing campaign to promote TMT to City staff.
- Promotional materials will be produced in both English and Spanish.
- All promotional materials will credit TMT as a partnership between the Arborholic, LLC, Streamside Green, LLC, and the City, and, where appropriate, include reference to fulfilling the Vision for Austin's urban forest listed in the Austin Urban Forest Plan.
- Streamside Green will provide a webpage for City staff to view for informational purposes.

Timeline

June: Contract award.

Lee Towns Consulting starts developing marketing materials.

July: Marketing materials submitted to Contract Manager for review and approval.

August:

Arborholic, LLC and Streamside Green, LLC:

- finalize dates of workshops and start soft roll out of marketing materials with *Lee Towns Consulting*;
- start developing educational materials, including pre- and post-tests.

City of Austin:

- Submits contact information for departments with field crew for promotion;
- submits names and contact information for employees available to serve as speakers;
- makes suggestions of potential city facilities to host classes.

Arborholic finalizes location

September:

Arborholic and Arbor Vitae provide first two workshops.

Arborholic reviews pre- and post-test results and participant reviews and adjusts workshop schedule as necessary.

April:

Arborholic and Arbor Vitae provide third and fourth workshops.

Arborholic reviews pre- and post-test results and participant reviews and adjusts workshop schedule as necessary.

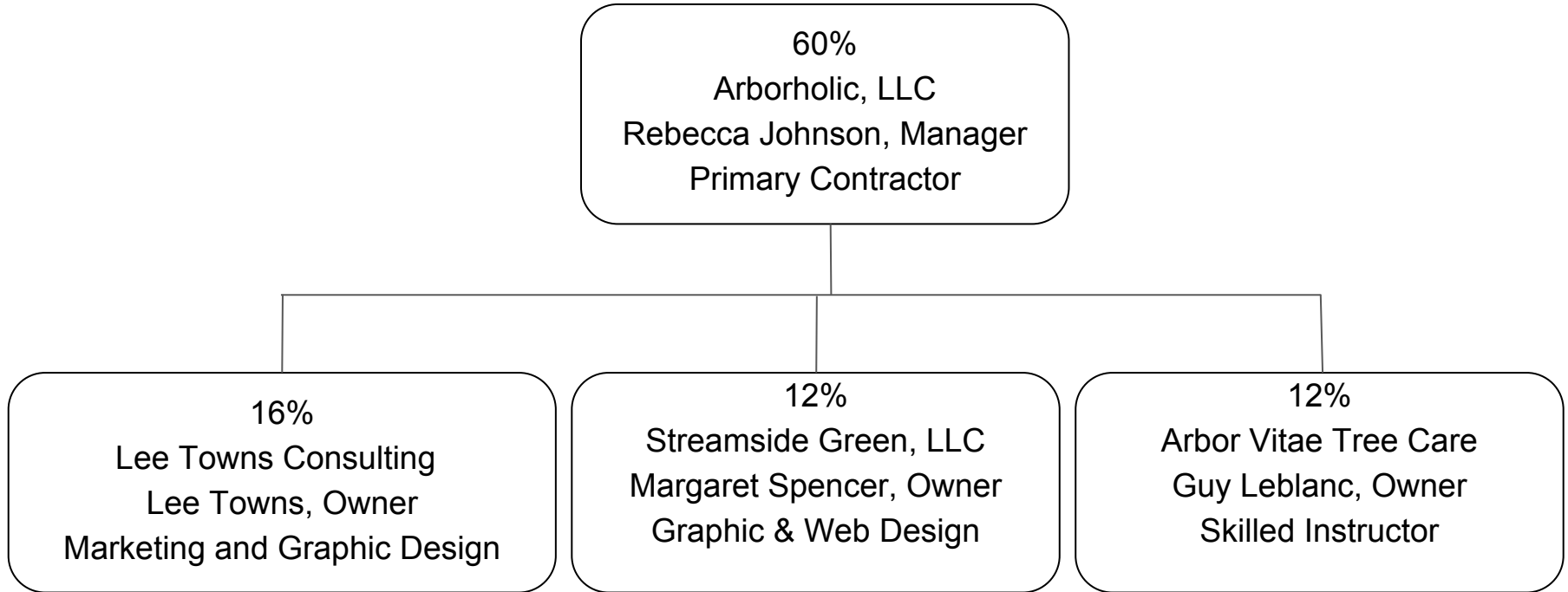
May:

Arborholic prepares report of each workshop, including changes that were made between workshops and a summary of pre- and post-test results and participant reviews.

Sample schedule for workshop:

8:30:00 AM	8:45:00 AM	Registration and coffee
8:45:00 AM	9:00:00 AM	Welcome and objectives of class
9:00:00 AM	9:40:00 AM	Tree risk assessment
9:40:00 AM	10:35:00 AM	Proper pruning techniques & Oak wilt prevention
10:35:00 AM	10:50:00 AM	Break
10:50:00 AM	11:30:00 AM	Chainsaw safety
11:30:00 AM	12:10:00 PM	Equipment Maintenance
12:10:00 PM	1:00:00 PM	Lunch
1:00:00 PM	1:40:00 PM	Basic tree biology
1:40:00 PM	2:20:00 PM	Basic tree identification
2:20:00 PM	2:35:00 PM	Break
2:35:00 PM	3:15:00 PM	Tree protection & local tree regulations
3:15:00 PM	3:55:00 PM	Wrap up and questions

Proposed Project Team



Experience & Qualifications

A. Company Full name and address:

Arborholic, LLC
2304 Water Well Ln
Austin, TX 78728
Founded in 2016

Streamside Green, LLC
PO Box 227
Round Top, TX 78954
Founded in 2010

Lee Towns Consulting
Sole Proprietorship
133 River Park Dr.
New Braunfels, TX 78130
Founded in 2012

Arbor Vitae Tree Care
PO Box 91924
Austin, TX 78709
Founded in 1983

B. *Arborholic, LLC* was founded in 2016 by Rebecca Johnson to provide arboricultural services. Since its founding, Arborholic has worked with Wells Branch MUD to create an inventory of publicly owned trees and to start developing a citizen tree group - providing workshops and serving as a consultant for tree questions.

Streamside Green, LLC was founded in 2010 by Margaret Spencer and is dedicated to providing quality training opportunities to professionals in the tree care and landscape industries. Streamside Green uses only highly credentialed and well respected instructors in the green industry. Most courses offered by Streamside Green qualify for CEUs with ISA, TCIA, and TNLA.

Lee Towns Consulting was founded in 2012 and provides independent consulting services for nonprofit organizations and small business in Central/South Texas including: email marketing campaigns, digital marketing development, brand development, and data analyzation.

Arbor Vitae Tree Care was founded in 1983 by Guy LeBlanc and has provided work for many of Austin's best known public properties and private estates, including the Treaty Oak, the Umlauf Sculpture Gardens, the Lady Bird Johnson Wildflower Center, Mayfield Park Cottage Garden, the old Federal Courthouse, Pease Mansion, the Inshallah estate (in Hyde Park), and more. Most clients are residential. During his three decades in the tree care business, Guy has attended hundreds of workshops, lectures and conferences, many taught by the absolute top researchers and practitioners of arboriculture. For the last dozen years, Guy has himself been an instructor for both professionals and laypersons.

C. (See attached resumes)

In addition to being the Owner/Manager of Arborholic, LLC, Rebecca Johnson serves on the ISA Texas Board of Directors and previously worked for TreeFolks as Education and Outreach Coordinator. In these positions, she has organized numerous workshops including Urban Forest Stewards, Tree Risk Assessment Qualification, The Women's Tree Climbing Workshop and was an instrumental part of the first Certified Arborist Prep course in Austin. She has facilitated numerous workshops and at the Texas Tree Conference and the ISA International Conference. She also facilitates the annual ISA Women in Arboriculture Networking session. A Certified Arborist since 2008, Ms Johnson holds a BS in Forestry from Oklahoma State University.

Margaret Spencer is the owner of Streamside Green, LLC, providing education and training for the green industry. She is also the part-time Regional Outreach Coordinator in Texas, Louisiana, and Oklahoma for the Tree Care Industry Association. Margaret received her horticultural and arboricultural education from the Texas A&M University System. She served for two years as the Landscape Director for the Fort Bend County Master Gardeners, and was the Landscape Manager for one of the largest master planned communities in the country for over eight years. Margaret won the Arboricultural Project of the Year award at the 2008 Texas Tree Conference for developing and implementing an affordable street tree pruning program for all residents of a 10,000 home community. She is an ISA Certified Arborist and Municipal Specialist, and a TCIA Certified Treecare Safety Professional. She previously served on the boards of the Houston Area Urban Forestry Council, Texas Independence Trail Region, Fort Bend Chamber of Commerce, Keep Sugar Land Beautiful, and ISA Texas. Her first children's book, "My City Tree Cares for Me," was published in 2011.

Guy LeBlanc is a second generation arborist who began his tree care career in Boston, MA over 35 years ago. He established Arbor Vitae Tree Care in Austin in 1983, and still personally operates all aspects of the business today. He has worked in Massachusetts, Texas and Hawaii, as well as in Europe. He has been an I.S.A. Certified Arborist since 1992, when he took the first C.A. exam given in Texas. He was named 2012 Texas Arborist of the Year by the Texas Forest Service and Texas I.S.A.

He is a former I.S.A. Texas Tree Climbing Champion, and has twice competed at the International Tree Climbing Championship. He was also a head judge at the I.T.C.C. for six years and has been head judge of the Texas chapter competition on and off for over a dozen years.

For over 15 years he has taught all aspects of tree care to the general public, professional arborists and municipal workers, as well as to students as a guest lecturer at colleges including Texas A&M University. He has authored numerous articles on tree care in various publications

including the International Journal of Arboriculture and has made several appearances on the PBS show Central Texas Gardener. He is a former chairman of the city of Austin's Urban Forestry Board.

Lee Towns is an optimistic, performance-driven problem solver with nearly 10 years of high-profile marketing and strategic communications management experience. She works with teams to move digital strategies and brand awareness forward. She's passionate about communicating messages effectively and helping others make decisions that generate positive impact and growth. She holds a Masters Degree in Public Relations and Corporate Communications with an emphasis in Digital Communications from Georgetown University.

D. References:

Arborholic

Contact	James Carse Assistant Manager - Urban Forestry The University of Texas at Austin Landscape Services 1301 E. Dean Keeton St. Bldg. FC-8 Austin, TX 78722 512-475-7756 jim.carse@austin.utexas.edu
Project Name	Structural Pruning Workshop
Year	2014
Budget	\$5,500
Project Description	A workshop to provide hands-on training for structural pruning of small trees. The workshop was held on UT grounds at the Dell Children's Medical Center.
Personnel	Rebecca Johnson (as Education & Outreach Coordinator at TreeFolks)

Streamside Green, LLC

Contact	Dr. W. Todd Watson, PhD, BCMA ISA Board-Certified Master Arborist #TX-0974B Consulting Arborist, Horticulturist, and Plant Pathologist Adjunct Professor, Texas A&M University PO Box 524
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	Millican, TX 77866 Telephone 979-218-0783 todd-watson@earthlink.net
Project Name	Arboriculture 101
Year	2010-2017
Project Description	Arboriculture 101, taught by Dr. Todd Watson, is a comprehensive, four-day short course designed to offer practitioners in-depth knowledge of urban trees and their care.
Personnel	Margaret Spencer

Contact	Saul Villalon General Manager Bandit of Texas 1505 East Hwy. 80 Mesquite, TX 75150 469-203-2344 svillalon@banditchippers.com
Project Name	Chipper Operator Safety Training
Project Description	This Chipper Operator Safety course is designed to train tree care employees in hazards, as well as accepted practices for brush chipper operation and other associated tasks. The course will increase employee involvement with overall safety compliance. The course covers hazard awareness and procedures for hooking up, transporting, setting up, operating and maintaining a chipper, and includes classroom as well as hands-on training.
Personnel	Margaret Spencer

REBECCA JOHNSON

2304 Water Well Ln
Austin, Texas 78728

(512) 318-1255
arborholic@gmail.com

SUMMARY

Degreed forester and ISA Certified Arborist with a passion for public engagement and proven track record of creating, launching, and successfully implementing education and volunteer projects

WORK EXPERIENCE

ARBORIST, ARBORHOLIC, LLC, Austin, TX 2016-Present

- Project manager for complete tree inventory. Working with stakeholders, set timeline for completion, project scope and project boundaries. Deliverables included tree condition assessment, suggested maintenance and a searchable map of all trees within the parks, including a final report based on iTree analysis.
- Develop lecture and volunteer series aimed at developing a Tree Stewards program for Keep Wells Branch Beautiful. Plan and co-lead volunteer activities and lecture topics.
- Evaluate tree maintenance procedures and develop organizational training goals regarding proper pruning procedures, correct method of excavation around trees, and ideal planting.
- Serve on the teaching cadre for San Antonio Arborist Association's Certified Arborist exam preparation course.

EDUCATION & OUTREACH COORDINATOR, TREEFOLKS, Austin, TX 2013-2015

- Led diverse groups of volunteers in a variety of environments including parks, wildlands, and greenbelts. Management of volunteer program included: recruiting, supervising, maintaining database on SalesForce, and taking steps to ensure ongoing engagement and commitment. Recruited over 1,000 volunteers for the 2014-15 planting season.
- Developed, organized, and implemented educational workshops designed to teach resource conservation through proper tree care, including developing a new Certified Arborist exam preparation course.
- Created educational materials and articles. Materials were used in workshops, and distributed via monthly newsletters, social media and web pages.
- Developed and maintained good partner relationships with the City of Austin Urban Forestry Program, Texas A&M Forest Service, Austin Parks Foundation, and other nonprofit organizations in the Central Texas area.

CONTRACT OFFICER, CONVENTION, SPORTS & ENTERTAINMENT FACILITIES DEPARTMENT, CITY OF SAN ANTONIO, San Antonio, TX 2011-2013

- Monitored and evaluated assigned revenue contracts; analyzed issues and provided recommendations for contract enforcement and future negotiation. Assisted in two City Auditor-led contract compliance audits.

- Ensured compliance with all contract provisions including evaluating the quality of materials used by concessionaire and caterer, and compliance with safety by the AV and rigging contractor.
- Prepared reports for management regarding compliance issues including changes in relevant legislation.
- Drafted contracts and contract amendments.

PARALEGAL, OFFICE OF THE CITY ATTORNEY, CITY OF SAN ANTONIO, San Antonio, TX 2008-2011

- Researched legal issues, referencing local ordinances and state and federal legislation, and providing written reports and recommendations for use in policy making.
- Led departmental environmental team using the "Green Living Handbook," with a focus on living greener lives at home and at work.
- Drafted ordinances and contracts for attorney approval.

VOLUNTEER

BOARD OF DIRECTORS - EDITOR, TEXAS CHAPTER OF ISA 2015-present

- Serve on Executive Committee and Education Committee, planning professional development opportunities for members, setting the annual budget, and leading social media efforts. Co-developing social media policy and procedures for Facebook and Twitter.
- Solicit and copy edit items for publication in bi-monthly, member-driven newsletter.
- Review all submissions for content and errors, and proofread typeset copy and make corrections.

ARBORIST, ALAMO FOREST PARTNERSHIP, San Antonio, TX 2008-2013

- Provided training in tree installation and establishment for local groups, including professional arborists. Served as team leader for tree planting events supervising diverse groups of volunteers, demonstrating proper technique and providing guidance as needed.
- Represented the local tree community at events such as tree adoptions and Arbor Day, staffing "Ask the Arborist" booths, providing advice on choosing a tree for their landscape, and providing quick training on tree planting.
- Project manager for initiative to create price tags for trees on Alamo grounds prior to the Texas Arbor Day celebration. Project deliverables included appraised value compared to mitigation value and included iTree annual benefits calculation customized to the San Antonio area.
- Helped CPS Energy at tree related events, teaching "right tree, right place."

EDUCATION

Oklahoma State University, Bachelor of Science Forestry

Municipal Forestry Institute

CERTIFICATIONS

International Society of Arboriculture Certified Arborist TX 3567A

Texas Master Naturalist

Tree Risk Assessment Qualified

Industry Related Education and Certifications:

- Texas Master Gardener, 2000
- Certified Landscape Design Consultant, 2002
- Certified Manager of Community Associations®, 2002
- Arboriculture 101, 2005
- ISA Certified Arborist, 2005
- Municipal Forester Institute, 2008
- ISA Municipal Specialist, 2008
- Texas Oak Wilt Certified, 2008
- Tree Risk Assessment Qualified, 2013
- Certified Treecare Safety Professional, 2015
- First Aid – CPR Instructor, 2016

Employment History:

Owner, Streamside Green, LLC - August, 2010 to Present

- Conduct workshops on general education and safety for tree care and landscape professionals.

Regional Outreach Coordinator (Part-Time), Tree Care Industry Association – January, 2013 to Present

- Work with commercial tree care companies in Texas, Louisiana, and Oklahoma to conduct safety and business development workshops.
- Responsible for recruiting new members as well as customer service and membership renewal of existing members.

Event Coordinator, Texas Chapter, International Society of Arboriculture - Jan. 2011 to Sept. 2012

- Contract position for planning and coordinating the 2011 and 2012 Texas Tree Climbing Championship, the 2011 and 2012 Texas Tree Conference, and 2012 Masters' Workshop
- Responsibilities included creating brochures and mailers, updating mailing lists, acquiring sponsors and exhibitors, determining and managing budgets, preparing advertising, bidding services, selecting menus, reviewing contracts, ordering bookstore materials, designing signage for printing, requesting CEUs, and working with event committees.

Landscape Manager, First Colony Community Association - Nov. 2001-Aug. 2010

- Responsible for managing the maintenance of approximately 600 acres of landscaped and irrigated public areas including 144 neighborhood entrances and 70,000 trees in one of the country's largest master planned communities.
- Developed and implemented an irrigation conservation plan;
- Developed and implemented a departmental long term plan incorporating staffing, irrigation, forestry management, bidding and contract management, and re-landscaping of neighborhood entrances;
- Coordinated clean-up, recovery, budgeting and replanting plan after Hurricane Ike;
- Developed specifications and coordinated bidding process of \$1.4 million annual landscape maintenance contract, and \$400,000 annual tree pruning contract;
- Managed \$3.7 million annual budget;
- Reported to Executive Director and Board of Directors

Landscape Director, Texas A&M AgriLife Extension - Apr. 2000-Nov. 2001

- Coordinated volunteers and assisted with research, design, and acquiring funding and materials for display gardens at Fort Bend County Extension grounds;
- Reported to Board President, Master Gardener Program Coordinator, and County Extension Agent

Assistant Vice President, Administrative Services Manager, Aon Consulting - Oct. 1984-Oct. 1998

- Responsible for budgeting and financial projections for nine offices in a division of this Fortune 500 Insurance Brokerage;
- Area of responsibility totaled \$9 million in annual revenue;
- Reported to Senior Vice President, Regional Manager

Volunteer Leadership:

- Greyhound Pets of America, Director 1998-2001
- Fort Bend County Master Gardeners, Director 2000-2002
- Fort Bend Chamber of Commerce, Director 2006-2008
- Keep Sugar Land Beautiful, Director 2002-2008, President 2008-2009
- Houston Area Urban Forestry Council, Director 2009-2012, President 2013
- Texas Independence Trail Region, Director 2010-2011, Secretary 2011-2012
- International Society of Arboriculture, Texas Chapter, Council of Representatives Liaison 2012-2015
- International Society of Arboriculture, International Council of Representatives Executive Committee 2013-2015

Other:

- Winner of “Arboricultural Project of the Year” at 2008 Texas Tree Conference for developing and implementing a community-wide street tree pruning program.
- Awarded 2011 “Tree Advocate of the Year” by the Houston Area Urban Forestry Council.
- Author of *My City Tree Cares for Me*, a children’s book published in 2011 to educate about the benefits of urban trees.

D. LEE TOWNS

Strategic Communications & Marketing Professional

CONNECT

www.linkedin.com/in/leetowns

d.lee.towns@gmail.com

214-493-9125

Houston, TX

*Willing to relocate

EDUCATION

Georgetown University

Master of Professional Studies in
Public Relations & Corporate
Communications

2012-2014

Certificate in Cause Consulting
from the Center for Social Impact
Communications

2013

Texas A&M University

Bachelors of Science
College of Agriculture & Life
Sciences

2003-2007

FELLOWSHIP & PUBLICATIONS

Storytelling Research Fellow

Center for Social Impact
Communication

2013-2014

Stories Worth Telling:

A Guide to Strategic and
Sustainable Nonprofit
Storytelling

Published by the Meyer
Foundation 2014

VOLUNTEER WORK

New Braunfels Parks Foundation

Treasurer

Taproot

Pro-bono Marketing Consultant

SKILLS

Media Relations, Analytics, Budget
Management, UX Design,
Content Curation,
Brand Development, Market Research,
Strategic Planning, Public Speaking

PROFILE

Performance-driven problem solver with nearly 10 years of high-profile marketing and strategic communications management experience. I love pulling together advanced digital strategies, improving brand awareness, and communicating messages to achieve greater understanding. Passionate about leading individuals in making decisions that generate positive impacts for themselves and their organizations.

PROFESSIONAL EXPERIENCE

National Director of Communication, Marketing & Outreach

April 2015-present Spina Bifida Association of America

- Transitioned department into an integrated marketing and communications model which allowed for new revenue streams to be established within one year
- Created and managed two successful #BeyondAllLimits national awareness campaigns that increased brand recognition by nearly 180% utilizing digital platforms
- Coordinated engagement between SBA's Medical Directors, Professional Advisory Council, Centers for Disease Control & Prevention (CDC), and SB Adult Advisory Council to successfully market SBA's 41st National Conference resulting in the highest attended National Conference and the international marketing of the Third World Congress on Spina Bifida Research and Care
- Increased new donor acquisition through mobile integration
- Created new federal advocacy program and coalition database which achieved greater influence of legislative/federal agency policies
- Managed the redesign and development of SBA's website and database to achieve higher user engagement and satisfaction
- Managed all full-time and part-time marketing staff

Marketing Consultant

Jan. 2015-Jan. 2016 Lee Towns Consulting

- Provided independent consulting services for nonprofit organizations and small business in Central/South Texas including: email marketing campaigns, digital marketing development, brand development, and data analyzation

Communications Director for Congressman Blake Farenthold (TX-27)

Aug. 2014-Dec. 2014 U.S. House of Representatives

- Created digitally integrated communications strategy around the Member's three House Committee seats; Transportation and Infrastructure, Oversight and Government Reform, and Judiciary
- Developed long-range media strategies, established and maintained relationships with local, state and national media outlets
- Wrote press releases, talking points, speeches, weekly newsletters, and various correspondence

Staff Assistant for Committee on the Judiciary

July 2012-Aug. 2014 U.S. House of Representatives

- Provided administrative support to 40+ Congressional attorneys

Executive Director

Nov. 2008-Jun. 2012 Texas Independence Trail Region

- Lead a regional rural economic tourism initiative to increase visitation
- Created and implemented the statewide 175th Anniversary of the Texas Revolution Passport to the Texas Revolution marketing campaign that resulted in over 600 tourism groups traveling the region in 2011

Certified Arborist /Arbor Vitae Tree Care

Certified Arborist Guy LeBlanc, one of the first in Austin. Tree pruning, fertilizing, consulting, etc.

EXPERIENCE

Guy has over thirty years experience in all facets of tree care, from field work such as climbing, fertilizing and cabling to competitive climbing, arborist training instruction and television and radio talks on tree care. He has written many articles about tree care for the Austin American Statesman and arborist journals such as the internationally published Journal of Arboriculture. He even co-authored a tree care ordinance which was adopted by the Austin city council. When it comes to trees he pretty much does it all.

Field Experience:

Arborist for the:

- Lady Bird Johnson Wildflower Center, Austin
- Umlauf Sculpture Gardens, Austin
- Mayfield Park Cottage Gardens, Austin
- Inshallah, a historical estate in Hyde Park, Austin

Guy has also provided tree care for:

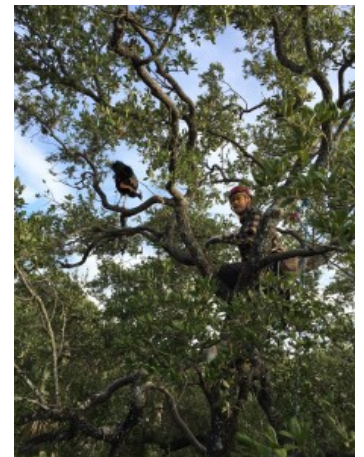
- the Pease Mansion, Austin
- the Federal Courthouse, Austin
- the Treaty Oak, Austin, after its infamous poisoning in 1990 and in 1999, 2009
- the LBJ Boyhood Home and the LBJ Ranch
- Audubon Park, New Orleans
- historical estates in Hawaii and Europe
- estates in New England

Related experience:

- Became one of Texas' first Certified Treecare Safety Professionals (2008)
- Winner: Texas I.S.A. Tree Climbing Championship (1999)
- Represented TX at the International Tree Climbing Championship, New York City area (1999)
- Represented TX at the International Tree Climbing Championship, Birmingham, England (1998)
- Among group that took the first Certified Arborist exam given in Texas (1992) and has maintained certification ever since.



Guy at work in the Umlauf Sculpture Gardens



Guy working with "helper" at Mayfield Park.

Educator/Author:

-
- Professional tree worker training for:
 - International Society of Arboriculture, TX chapter
 - Texas A&M Forest Service
 - Houston Area Urban Forestry Council
 - Cross Timbers Urban Forestry Council (DFW area)
 - City of Round Rock
 - Williamson County, Texas
- Guest instructor:
 - Texas A&M University
 - Mira Costa College, San Diego
 - Southwestern University, Georgetown
- General public tree care talks and instruction for:
 - Lady Bird Johnson Wildflower Center
 - TreeFolks, Austin
 - City of Austin Zilker Botanical Gardens Center
 - Central Texas Arborist Association
 - Travis County Master Gardener' program
- Author, articles for:
 - International Journal of Arboriculture
 - *In the Shade*, a publication of Texas ISA
 - Southwest Trees and Turf
 - Austin American Statesman
- Television and radio:
 - KLRU's Central Texas Gardener appearances
 - KLBJ AM, guest on John Dromgoole's and Sheryl McLaughlin's gardening programs



Guy teaching a tree climbing class to municipal tree workers

Tree Care Advocate:

- Consultant (pro bono): moving of live oak for TXDOT highway construction (Oak Hill)
- Co-developer of Oak Wilt Prevention Pruning guidelines with TX I.S.A., TXForest Service and TX AgriLife Extension Service (2011)
- Consultant (pro bono) City of Austin:
 - Waller Creek Tunnel Project (2010)
 - Barton Springs Pool tree assessment (2009)
- International Tree Climbing Championship event head judge (2002-06)
- Arboricultural advisor, City of Austin Heat Island Task Force (2001)
- Member, board of directors, International Society of Arboriculture, Texas Chapter (1995-98)
- Chairman and member, City of Austin Urban Forestry Board (1990-97)
- Coauthor of Austin Public Tree Care Ordinance, adopted in 1997
- Past president, Central Texas Arborist Association

Both - Task 4 Reporting	Description	Total
Rebecca Johnson Final reporting	6 hours * \$	\$
	Subtotal	
Subtotal of all tasks		
Administrative Fees	5% *	
Subtotal Fees and Costs		
Income		
Registration (excluding waivers)	52 *	
Credit card fees	3% *	-
	Subtotal	
Total Both (Fees & Costs less income)		\$2



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 30, 2017

TreeFolks, Inc.
Ms. Thais Perkins
10803 Platt Lane
Austin, TX 78725

Dear Ms. Perkins:

The Austin City Council approved the execution of a contract with Arborholic, LLC and TreeFolks, Inc. for Tree Distribution and Education Programs in accordance with the referenced solicitation.

Responsible Department:	Development Services Department
Department Contact Person:	Leah Haynie
Department Contact Email Address:	leah.haynie@austintexas.gov
Department Contact Telephone:	(512) 974-2070
Project Name:	Tree Distribution and Education Programs
Contractor Name:	TreeFolks, Inc.
Contract Number:	MA 5300 NA170000173
Contract Period:	6/30/2017 – 6/29/2018
Dollar Amount	\$400,000 divided between the Contractors
Extension Options:	Four 12-month options
Type & Number:	RFP MMO0303
Agenda Item Number:	38
Council Approval Date:	6/15/2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
TREEFOLKS, INC. ("CONTRACTOR")
FOR
TREE DISTRIBUTION AND EDUCATION PROGRAMS
MA 5300 NA170000173**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between TreeFolks, Inc. having offices at 10803 Platt Lane, Austin, TX 78725 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP MMO0303 - Tree Distribution and Education Programs.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), RFP MMO0303 - Tree Distribution and Education Programs including all documents incorporated by reference
- 1.1.3 TreeFolks, Inc. Offer, dated 4/24/2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$400,000 divided between the contractors for the initial Contract term and \$400,000 divided between the contractors for each extension option as indicated in Attachment A - Price Proposal Form. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 Arborholic, LLC will provide services for the Certified Arborist Prep Course and Tree Maintenance Training programs as proposed in their response to RFP 5300 MMO0303 Tab 4 and Tab 6.

1.6.2 TreeFolks, Inc. will provide services for the Neighborwoods and Ready, Set, Plant! Tree Distribution programs as proposed in their response to RFP 5300 MMO0303 for the listed items under Tab 4 and Tab 6 - A. Recommended.

1.6.2.1 The Contractor shall distribute a minimum of 4,500 trees during the Central Texas planting season (modifies Paragraph 4.3.1.1.1 in Section 0500 – Scope of Work).

1.6.2.2 After contract execution and before services are rendered related to the Urban Forest Stewards program, the Contractor and City will develop, mutually agree to, and incorporate the following by amendment to this contract:

1.6.2.2.1 A detailed scope of services related to the Urban Forest Stewards program

1.6.2.2.2 A delivery schedule

1.6.2.2.3 A payment schedule

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

TREEFOLKS, INC.

CITY OF AUSTIN

Thars Perkins, Executive Director

Printed Name of Authorized Person

JONATHAN DALCHAU

Printed Name of Authorized Person

[Signature]

Signature

[Signature]

Signature

Executive Director

Title:

PROCUREMENT SPECIALIST IV

Title:

6/27/17

Date:

6/30/2017

Date:

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees



**ADDENDUM
REQUEST FOR PROPOSAL
TREE DISTRIBUTION AND EDUCATION PROGRAMS
CITY OF AUSTIN, TEXAS**

RFP: MMO0303

Addendum No: 1

Date of Addendum: April 17, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Clarification: Replace Section 0400 – Supplemental Purchase Provisions with **Section 0400 – Supplemental Purchase Provisions - UPDATED 20170418** to update Explanations or Clarifications section with the following:

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, on Thursday April 20th, 2017. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

- 2.0 Clarification: Replace Section 0500 – Scope of Work with **Section 0500 – Scope of Work - UPDATED 20170418** to remove Paragraph 4.4.2.6 in its entirety.

- 3.0 Clarification: Replace Attachment A – Tree and Sapling Technical Specifications with **Attachment A – Tree and Sapling Technical Specifications - UPDATED 20170418**.

- 4.0 Questions and Answers.

(Q1) In our experience, not many of the Texas nurseries follow the Florida Grades and Standards for Nursery Plants?

(A1) The City prefers that the Florida Grades and Standards for Nursery Plants guidelines are followed and will consider these as the default standard. The City may consider alternative suggestions. However, any changes away from the Florida Grades and Standards for Nursery Plants shall be approved by the City in writing prior to the planting season each year.

(Q2) Some of the reports, like survivability report are typically not available in the months leading up to July as, are the report due dates able to be separated?

(A2) The City is willing to work with the Contractor on specific reports should be due by way of mutual agreement as stated in Paragraph 4.2.3.1 in Section 0500 - Scope of Work.

(Q3) In the past the City's Watershed Protection department monitored sapling growth and mortality rates, is this something that the City would continue to do or turn it over to the Contractor?

(A3) Paragraph 4.4.2.6 has been removed from Section 0500 - Scope of Work. The City's Watershed Department will use a survival study to estimate the mortality of the saplings.

(Q4) How did the City determine a price of \$150 charge for the arborist certification preparation course when other courses charge \$250 or more?

(A4) The City intends to use funding to the Contractor to help supplement the costs of the course. However, the City is open to suggestions on how to price these courses.

(Q5) Do we need to provide materials from speakers in Spanish?

(A5) The Contractor and City will mutually agree on what materials should be provided in Spanish.



(Q6) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?

(A6) Yes, if you decide you want to subcontract after the contract is award, you can contact the Small and Minority Business Resources department (SMBR) at (512) 974-7600 and follow the Good Faith Efforts at that time.

(Q7) I think I want to subcontract, but not sure of the dollar amount I will subcontract since it will be job specific, do I need to put the subcontracting values on the 0900 form?

(A7) Section 0900 – No Goals Form was developed by SMBR. It is our understanding that an estimated subcontracting amount should be included on the form. However, please contact SMBR at (512) 974-7600 for assistance in correctly completing Section 0900 – No Goals Form.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Procurement Specialist IV
Purchasing Office

04/18/2017

Date

ACKNOWLEDGED BY:

TreeFolks, Inc.
Vendor Name

Authorized Signature

6/15/17
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



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TREE DISTRIBUTION AND EDUCATION PROGRAMS
CITY OF AUSTIN, TEXAS**

RFP: MMO0303

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- 2.0 Clarification: Replace Section 0500 – Scope of Work with **Section 0500 – Scope of Work - UPDATED 20170418** to remove Paragraph 4.4.2.6 in its entirety.
- 3.0 Clarification: Replace Attachment A – Tree and Sapling Technical Specifications with **Attachment A – Tree and Sapling Technical Specifications - UPDATED 20170418**.
- 4.0 Questions and Answers.

(Q1) In our experience, not many of the Texas nurseries follow the Florida Grades and Standards for Nursery Plants?

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APPROVED BY:


Jonathan Dalchau, Procurement Specialist IV
Purchasing Office

04/18/2017
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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to the Purchasing Office, City of Austin, Texas with your bid.
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CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5300 MMO0303

DATE ISSUED: April 10, 2017

REQUISITION NO.: 5300 17031300352

COMMODITY CODE: 98802, 94745, 59575

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACTS:**

Primary Contact:

Jonathan Dalchau

Procurement Specialist IV

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

Secondary Contact:

Erika Larsen

Procurement Specialist II

Phone: (512) 974-3127

E-Mail: erika.larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Tree Distribution and Education Programs

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:00 AM, Thursday, April 13, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 215.1, AUSTIN, TEXAS 78701

PROPOSAL DUE PRIOR TO: 2:00 PM, Thursday, April 27, 2017

PROPOSAL OPENING TIME AND DATE: 3:00 PM, Thursday, April 27, 2017

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0303	Purchasing Office-Response Enclosed for Solicitation # MMO0303
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
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*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of

the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, on ~~Tuesday November 22nd~~ **Thursday April 20th, 2017**. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Location:

As requested by Contract Manager or designee

Days:

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- A. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Development Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

8. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

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- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP MMO0303**

11. NURSERY/FLORAL CERTIFICATE FOR LANDSCAPERS AND PLANT VENDORS:

- A. The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
- B. A copy of the Contractor's current and valid certificate must be provided to the Buyer prior to award of a contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Producers Price Index Industry Data
Series ID: PCU444220444220
Industry: Nursery, garden, and farm supply stores
Product: Nursery, garden, and farm supply stores
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Development Services Department
Name: Leah Haynie
Phone: (512) 974-2070
Email: Leah.Haynie@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
TREE EDUCATION & DISTRIBUTION PROGRAMS
SOLICITATION NO.: RFP MMO0303**

1. PURPOSE:

The City of Austin (City) seeks qualified Contractor(s) to provide management and implementation of several tree distribution and education programs. The current City programs include the following:

- NeighborWoods Tree Distribution and Education Program
- Ready, Set, Plant!
- Certified Arborist Prep Training
- Urban Forest Stewards
- Tree Maintenance Training

The Contract will be used by the City's Community Tree Preservation Division (CTPD) in the Development Services Department to meet the goals of increased canopy cover across the city under Imagine Austin and the Austin's Urban Forest Plan. The programs under this contract will provide tree distribution and stewardship through proper tree planting and care education to improve the health of Austin's urban forest asset and citizen's quality of life.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance shall be considered a requirement even if not directly specified or called for.

2. CONTRACTOR REQUIREMENTS:

2.1 Minimum Qualifications

The Contractor shall:

- 2.1.1 Have a minimum of five (5) years prior experience providing services similar in scope and size described in this scope of work.
- 2.1.2 Maintain an office location within 50 miles of the Texas State Capitol, where management of services described in this scope of work shall occur.
- 2.1.3 Have an in-house graphic designer and marketing professional with degree in graphic design, marketing or related field, with experience in Adobe software applications such as Photoshop, Illustrator, and InDesign, or shall contract with an outside person or organization for those skills.

2.2 Single Point of Contact (SPOC)

- 2.2.1 Provide a single point of contact (SPOC), who is skilled, knowledgeable, and experienced in providing services similar in scope and size for each program within one week of Contract award. The SPOC shall have the authority to dispatch contractor personnel; and shall have full decision-making authority for all services provided under this Contract.

3. CITY RESPONSIBILITIES:

The City will provide:

- 3.1 A single point of contact (SPOC) for each program for Contract oversight.
- 3.2 Promotional support through the social media platforms on Facebook, Twitter, and Instagram.
- 3.3 Promotion of program on a City website.
- 3.4 Oversight of marketing and educational materials to be produced.
- 3.5 Oversight of program management and success measures, as well as regular checks for quality control. Quality control checks by CTPD staff or third party will be complete prior to final invoicing for the Contract year.

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4. TREE DISTRIBUTION PROGRAMS SCOPE OF WORK:

4.1 Additional Qualifications

The Contractor shall:

- 4.1.1 Have an ISA certified arborist on staff to inspect the quality of all tree stock that is distributed through programs.
- 4.1.2 Have appropriate staffing to manage tree orders, tree stock selection, tree delivery and planting, tree distribution events, program education and outreach, and staffing of volunteers, if applicable, for programs in size and scope similar to the City.

4.2 General Requirements for all Tree Distribution Programs

4.2.1 Trees and Saplings

The Contractor shall:

- 4.2.1.1 Develop a list of tree species to be offered for each tree program. The list shall provide a diverse selection of tree species based on the quality of stock available. The Contractor and Contract Manager or designee shall mutually agree on the list of selected tree species for the upcoming tree planting season. The list shall be determined by August 1st each contract year, or at a time mutually agreed to between the Contractor and the Contract Manager.

- 4.2.1.1.1 It is preferred that all trees shall come from seed sources originating from the Central Texas region unless an alternate nursery is approved by the Contract Manager in writing.
 - 4.2.1.1.2 Trees shall be purchased from Texas based nurseries that are licensed growers with the Texas Department of Agriculture.
 - 4.2.1.1.3 The Contractor shall ensure trees are protected during transport and delivery.
 - 4.2.1.1.4 Trees and saplings provided in this program shall meet the quality and technical specifications outlined in Attachment A.

4.2.2 Work Plan

The Contractor shall:

- 4.2.2.1 Work with the Contract Manager or designee to create work plans for the upcoming season's planting events for each program. The work plan shall be submitted to the City no later than August 1st, or at a time mutually agreed to between the Contractor and Contract Manager. The Contract Manager or designee will provide final approval of the upcoming seasons work plan in writing. The annual work plan shall include the following for each program at a minimum:

- 4.2.2.1.1 A calendar of events, tree tracking and education methodology, and materials required for the coming planting season.
 - 4.2.2.1.2 Promotion and volunteer recruitment plan.
 - 4.2.2.1.3 List of potential community partners, such as neighborhood associations, that are available to assist with promotion and implementation.

- 4.2.2.2 Provide a work plan progress report mid-season on January 15th or at a time mutually agreed between the Contractor and Contract Manager.

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4.2.3 Reporting

The Contractor shall:

- 4.2.3.1 Submit an annual report for each program on July 1st throughout the contract term, or at a time mutually agreed to with the Contract Manager or designee. The reports shall provide analysis of the program's success based on outcomes found in the data collected during the planting cycle. The reports shall include the following criteria at a minimum:
 - 4.2.3.1.1 The monitoring methodology and inspection findings for trees distributed, the overall mortality rates, the mortality rates associated with the types of distribution method; the mortality rates associated with types of education offered.
 - 4.2.3.1.2 Suggested areas for improvement for the coming year's planting cycle.
 - 4.2.3.1.3 A breakdown list of the tree types planted by species, by category, and a map of the species distribution locations.
 - 4.2.3.1.4 Include the raw data in a sortable spreadsheet format approved by the Contract manager as back-up material for the report.
 - 4.2.3.1.5 The City reserves the right to request additional reporting data as necessary if applicable to track and insure program success.

4.2.4 Promotional Items

The Contractor Shall:

- 4.2.4.1 Provide any technology needed to efficiently manage the programs administratively, delivery of trees, online, and at events.
- 4.2.4.2 Produce related materials and content in English and Spanish for each program.

4.3 NeighborWoods Tree Distribution and Education Program

The NeighborWoods Program is managed by the Community Tree Preservation division in the City's Development Services Department. This Program, which began in 1992 under the guidance of the Forestry Program in the Parks and Recreation department, has a direct and tangible impact on implementing the Austin Urban Forest Plan.

Currently, the program distributes roughly 4,200 trees per year throughout the City during the months of October through March.

4.3.1 Operations

The Contractor shall:

- 4.3.1.1 Distribute shade, ornamental, fruit, and nut type trees during the Central Texas planting season (occurs October 1st – March 31st) through delivery and planting services, and public giveaway events.
 - 4.3.1.1.1 A minimum of 6,000 trees shall be distributed during the Central Texas planting season.
 - 4.3.1.1.2 Quantities of each tree type or species distributed shall be oriented around the goal of tree species diversity, the availability of quality tree stock each season, and demand from the public.
 - 4.3.1.1.3 Trees shall be in five (5) gallon or equivalent containers.

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- 4.3.1.2 Provide a system for selecting, transporting, and staging plant material that ensures quality standards are met, damage during transport and storage is avoided, and adequate irrigation is available.

4.3.2 Program

The Contractor shall:

- 4.3.2.1 Administer the Neighborwoods Program, which shall include but not be limited to the following:

- 4.3.2.1.1 Promoting and offering trees to eligible Austin residents. Properties eligible are ones located within the Austin Full Purpose jurisdiction or properties that are customers of Austin Energy.
- 4.3.2.1.2 Receiving tree requests from eligible participants, in formats appropriate for target audiences (online, phone, or in person).
- 4.3.2.1.3 Distributing trees to participants with eligible properties.
- 4.3.2.1.4 Educating eligible participants how to correctly plant, water, and provide care for the trees they receive.
- 4.3.2.1.5 Monitoring the trees after distributed to eligible properties.

- 4.3.2.2 Establish goals for tree distribution that shall include the following:

- 4.3.2.2.1 The estimated percentage of how you plan to distribute the trees: delivered to properties, distributed at events, etc.
- 4.3.2.2.2 The estimated percentage of the types of trees you plan to distribute during the contract year: shade, ornamental, fruit, nut trees, etc.

- 4.3.2.3 Provide trees for placement on public and private property where watering and maintenance of trees is assured. Areas may include, but are not limited to, right-of-way between 10 and 15 feet from the curb or 5 feet away from an existing sidewalk, yards (front, back, and side), institutional properties (Austin Independent School District, Churches, Government, etc.), and properties owned by small businesses with 100 employees or less. Other property types that meet eligibility requirements that are not listed here can be requested by the Contractor and approved by the Contract Manager.

- 4.3.2.4 Focus, but not limit, outreach, promotion, and tree giveaway events to areas of town designated as planting priorities by the CTPD. The Contract Manager will provide a list of designated areas to the Contractor in writing.

- 4.3.2.5 Note any planned cross promotion with other existing programs, such as the City's Grow Green Program, Cool Spaces initiative, or Austin Energy's Peak Power Program and Green Building Program.

- 4.3.2.6 Develop a way to track how the trees are distributed and the method of education the tree recipients receive. All trees shall be tracked on the following attributes at a minimum:

- 4.3.2.6.1 How the program was marketed
- 4.3.2.6.2 How the tree was distributed
- 4.3.2.6.3 The education method of proper tree care
- 4.3.2.6.4 The tree species provided
- 4.3.2.6.5 Address of the planting site
- 4.3.2.6.6 Additional critical information to track program success

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- 4.3.2.7 Provide site inspections at participant properties. Site inspections shall be conducted on a large enough percentage of participant properties for each distribution method to be statistically representative of the whole project. Site inspections shall identify number of trees successfully or unsuccessfully planted. Sites shall be randomized geographically to avoid data bias.
- 4.3.2.8 Develop a system or a list of criteria for evaluating the site requirements for new trees and existing trees on a property through each distribution method. Trees should be sited to have enough root space at full size, minimize impacts to current or future utilities and other trees, and provide maximum shade to impervious surfaces and buildings.
- 4.3.2.9 Educate participants and all tree recipients about proper tree placement and care. Tree recipients shall be provided with information on how to properly plant a tree and care for it, and how to locate a tree on their property to provide shade and reduce solar uptake by sidewalks, streets, driveways, and buildings, and impacts to existing infrastructure such as sidewalks and utilities. This is ensured through a comprehensive program of education materials made available online, via email updates, through printed materials, and in person as outlined in the annual work plan.
- 4.3.2.10 Ensure trees are protected during transport and delivery.
- 4.3.2.11 Provide assistance with planting when requested by participants.
- 4.3.2.12 Provide materials to support tree establishment to tree recipients, (i.e. tree gators, soaker hoses, drip water buckets, mulch, etc.).
- 4.3.2.13 Host a minimum of four (4) public tree giveaway events in different areas of town during the Central Texas tree planting season (October 1st – March 31st).
- 4.3.2.14 Provide an online ordering system for community members to use to order trees to be delivered during the planting season. The Contractor shall also accept orders by phone.
- 4.3.2.15 Direct all recipients to call and schedule an appointment with the Dial Before You Dig program (8-1-1) to avoid impacts to below ground infrastructure.
- 4.3.2.16 Communicate other resources, programs, or partnerships the Contractor may leverage to support the success of the NeighborWoods program.

4.3.3 Promotion

The Contractor shall:

- 4.3.3.1 Focus promotion of free trees in high priority planting areas as identified by the CTPD. Promotion shall be respectful of the diverse population of Austin and tailored to speak to the various demographic groups within the area.
- 4.3.3.2 Provide a professional marketing campaign to promote the online ordering system, online education tools, and public giveaway events. Marketing campaign shall to be submitted to the Contract Manager for review by September 1st, or at a time mutually agreed to between the Contractor and Contract Manager, and shall be approved in writing before any of the materials are distributed.
- 4.3.3.3 Credit NeighborWoods program as a partnership between the Contractor and the City on all website, promotional materials, and where appropriate include reference to fulfilling the Vision for Austin's urban forest listed in Austin's Urban Forest Plan.

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- 4.3.3.4 Provide professional and effective marketing through the Contractor's website, social media platforms, and traditional marketing methods, i.e. newspapers, radio, tabling events, etc.

4.4 Ready, Set, Plant!

Ready, Set, Plant! is managed by the Watershed Department. It is a program that uses volunteers to plant tree seedlings as part of an ongoing efforts to restore riparian vegetation along the City's creeks. Native tree saplings are planted to establish or improve the creek-side plant communities and enhance the benefits that vegetation provides for water quality and stream stability. Program volunteer efforts come from Adopt-a-Creek groups with a goal to increase the urban forest canopy, enhance the riparian zone vegetation, and increase the community's understanding of the City's natural systems.

4.4.1 Operations

The Contractor shall:

- 4.4.1.1 Coordinate a minimum of 10 sapling planting events during the Central tree planting season, between the months of October to February.
- 4.4.1.2 Coordinate the locations and logistics for sapling planting events with the Contract Manager or designee and a Keep Austin Beautiful Adopt-A-Creek program representative. A site visit may be requested as needed.
- 4.4.1.3 Create a layout map and agenda for each projected plantings event, and provide to the Contract Manager a minimum of five (5) business days before the event date.
- 4.4.1.4 Recruit volunteers to assist with the planting events. The Contractor shall provide volunteer coordination and oversight at the planting events.
- 4.4.1.5 Implement and utilize online registration for event tracking.
- 4.4.1.6 Seek to use the following types of tree saplings for planting: bare root seedling stock, plugs, liner stock, **cuttings, live stakes**, or saplings grown in containers. Other options shall be approved in writing by the Contract Manager.
- 4.4.1.7 Reserve saplings with nurseries for coming planting season by September 1st.
- 4.4.1.8 Develop a protocol for ensuring high quality saplings are used.

4.4.2 Program

The Contractor shall:

- 4.4.2.1 Propose a method for planting events that takes into account logistics related to sapling deliveries, and method for sapling organization for each event.
- 4.4.2.2 Provide materials needed to properly plant saplings that shall include, but not limited to, digging tools, watering buckets, and gloves for each volunteer.
- 4.4.2.3 Supply "Volunteer Planting Supervisors" to oversee volunteers for each sapling planting event. These Supervisors shall be fully trained in volunteer coordination and tree planting. Each Supervisor should oversee no more than 10 volunteers at a time.

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- 4.4.2.4 Track all saplings planted. All saplings conveyed through the program shall be accounted for. The Contractor shall maintain clear records of tree species, general location of planting sites, and any other critical information to track program success.
- 4.4.2.5 Identify desired program outcomes related to sapling survival.
- ~~4.4.2.6 Monitor saplings and collect data. The Contractor shall monitor mortality, compliance, species, location, and any other relevant criteria to determine program outcomes.~~
- 4.4.2.7 Instruct participants on proper sapling handling and planting.
- 4.4.2.8 Provide in person training related to proper sapling planting and young tree care education.
- 4.4.2.9 Communicate other resources, programs, or partnerships the Contractor will leverage to support the Ready, Set, Plant! program.

4.4.3 Promotion

The Contractor shall:

- 4.4.3.1 Support and work with Keep Austin Beautiful and the Watershed Protection Department to promote the Ready, Set, Plant! program to Adopt-A-Creek groups, community volunteers, and the general public.
- 4.4.3.2 Provide professional marketing and educational materials to the program. All materials created shall be approved by the Contract Manager or designee in writing by September 1st or at a time mutually agreed to with the City representative and before materials are distributed to the public.
 - 4.4.3.2.1 Provide professional and effective marketing through the Contractor's website, social media platforms, and traditional marketing methods (newspapers, radio, tabling events, etc.).
- 4.4.3.3 Credit the program as a partnership between the Contractor, the City of Austin, and Keep Austin Beautiful on all web, and promotional materials. Where appropriate include reference to fulfilling the Vision for Austin's urban forest listed in Austin's Urban Forest Plan.

4.4.4 Additional City Responsibilities

The City will provide:

- 4.4.4.1 A designee to visit sites and coordinate with the Parks and Recreation Department's Park Districts, Park Managers, and Park Forestry Program to vet and approve proposed sites for the program.
- 4.4.4.2 Initial maps for site visits with the Contractor and Keep Austin Beautiful.
- 4.4.4.3 A list of recommended sapling species for each site, information on planting zones given site conditions (wet vs. dry zones), and a map delineating seedling planting areas. The Contract Manager or designee will evaluate eligibility for combined weed-wrenching event whereby volunteers also remove invasive plants.
- 4.4.4.4 Maps for Contractor to use in organizing event logistics.

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5. EDUCATION TRAINING PROGRAMS SCOPE OF WORK:

5.1 General Requirements for all Training Programs

The Contractor shall:

- 5.1.1 Secure components necessary to ensure a successful course, which shall include but not limited to the following:
 - 5.1.1.1 Training venue
 - 5.1.1.2 Promotion of the courses or programs
 - 5.1.1.3 Online registration for participants
 - 5.1.1.4 Catering of meals during training
 - 5.1.1.5 Study materials for participants (handouts or electronic documents)
 - 5.1.1.6 Speakers with experience teaching and certified arborist credentials
 - 5.1.1.7 Moderators
- 5.1.2 Be responsible for planning and coordination of activities associated with each training course and program.
- 5.1.3 Provide the Contract Manager or designee calendar of events and plans for promotion for each educational training program within four (4) weeks of the Contract award date, then on the Contract anniversary date in future years, or at a time mutually agreed to between the Contractor and Contract Manager.
- 5.1.4 Provide the Contract Manager or designee work plans documenting the planned activities for each educational training program within eight (8) weeks of the Contract award date, then on the Contract anniversary date in future years, or at a time mutually agreed to between the Contractor and Contract Manager.
 - 5.1.4.1 Provide a schedule for the first planned training, for each educational program, to the Contract Manager or designee within eight (8) weeks of the Contract award date, then on the Contract anniversary date in future years, or at a time mutually agreed to between the Contractor and Contract Manager.
 - 5.1.4.2 Provide a schedule for the second planned training, for each educational program, to the Contract Manager or designee within four (4) months of the Contract award date, then on the Contract anniversary date in future years,, or at a time mutually agreed to between the Contractor and Contract Manager.
- 5.1.5 Submit annual reports for each educational training program on the anniversary date of the Contract, or at a time mutually agreed to between the Contractor and Contract Manager.
 - 5.1.5.1 The report shall include a methodology for measuring success, results, and a participant satisfaction survey.
 - 5.1.5.2 Report shall include areas for improvement for coming year.
 - 5.1.5.3 The City reserves the right to request additional reporting data as necessary if applicable to track and insure program success.

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- 5.1.6 Ensure that courses for each educational training program shall have a maximum number of attendees pre-determined and pre-specified with the goal of ensuring the most effective class size for the audience type and location size.
- 5.1.7 Provide schedules, agendas and, course outlines to attendees for each educational program training class. The course outlines shall include the following at a minimum:
 - 5.1.7.1 Learning objectives.
 - 5.1.7.2 Training goals.
 - 5.1.7.3 Target audience identified.
 - 5.1.7.4 Type of demonstration most appropriate for topic.
 - 5.1.7.5 Time frame for each topic.
 - 5.1.7.6 Testing for understanding component.
- 5.1.8 Ensure that training topics for each education program are led by instructors qualified in the subject area.
- 5.1.9 Ensure that training topics are presented for each education program with hands-on learning applications where appropriate and are otherwise presented in classroom format.
- 5.1.10 Develop appropriate metrics to determine course effectiveness.

5.2 Certified Arborist Prep Course

The Certified Arborist Prep Course (CAP) is a training course that provides local landscape professionals, private individuals, and government employees, with affordable and comprehensive arboriculture instruction needed to pass the International Society of Arboriculture (ISA) certified arborist exam.

CAP has been offered in the Austin area since 2015 and has been modeled after other similar classes developed in other municipalities. Classes have been led in the past by local arborists that have specialization in the major areas of study.

5.2.1 Program

The Contractor shall:

- 5.2.1.1 Conduct a minimum of two (2) CAP courses annually, providing training for a minimum of 60 students annually.
- 5.2.1.2 Ensure that each CAP course covers all topics in the most recent edition of the ISA Certified Arborist Study Guide.
- 5.2.1.3 Provide all printed materials in English and Spanish.
- 5.2.1.4 Charge no more than \$150 for a complete class series per person.
- 5.2.1.5 Offer a minimum of two (2) income based scholarships per class session. The Contractor shall establish the methodology and criteria for application and approval of need based scholarships, and provide the information to the Contract Manager for review.

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SCOPE OF WORK
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- 5.2.1.6 Offer a minimum of two (2) City employees admissions free of charge per class session. The Contractor shall establish methodology and criteria for application and approval, and provide the information to the Contract Manager for review.

5.2.2 Promotion

The Contractor shall:

- 5.2.2.1 Provide a professional marketing campaign to promote the CAP course to local landscape professionals. The marketing campaign shall require final approval by the Contract Manager or designee in writing before materials shall be distributed.
- 5.2.2.2 Target marketing promotions for both English and Spanish audiences.
- 5.2.2.3 Credit CAP as a partnership between the Contractor and the City on all web, promotional materials, and where appropriate include reference to fulfilling the Vision for Austin's urban forest listed in the Austin Urban Forest Plan.
- 5.2.2.4 Provide professional and effective promotion through website, social media platforms, and traditional marketing methods in English and Spanish.

5.2.3 Additional City Responsibilities

- 5.2.3.1 The City will provide speakers for CAP topics upon request if available.

5.3 Urban Forest Stewards Program

The Urban Forest Stewards (UFS) program provides residents with introductory level instruction on arboriculture and urban forestry, with a goal of increasing the quality of tree care on private property, awareness of the urban forest, and stewardship of our public green spaces.

The UFS program, previously known as the Citizen Forester workshop, has been offered in the Austin area for over 10 years and has been modeled after similar classes developed in other municipalities. Classes have been led by local arborists that have specialization in the major areas of study. Graduates of the UFS program are encouraged to become regular volunteers at tree planting and care events.

5.3.1 Program

The Contractor shall:

- 5.3.1.1 Conduct a minimum of two (2) UFS courses annually, providing training for a minimum of 40 students annually.
- 5.3.1.2 Ensure that each UFS course minimally covers the following topics:
 - 5.3.1.2.1 Tree identification.
 - 5.3.1.2.2 State of the urban forest.
 - 5.3.1.2.3 Tree biology.
 - 5.3.1.2.4 Mature tree care.
 - 5.3.1.2.5 Young tree care.
 - 5.3.1.2.6 Tree planting.
 - 5.3.1.2.7 Roots and soil.
 - 5.3.1.2.8 Community stewardship and resources.
- 5.3.1.3 Propose cost for attendees for full and partial class attendance to the Contract Manager annually for approval.

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5.3.2 Promotion

The Contractor shall:

- 5.3.2.1 Provide a professional marketing campaign to promote UFS. The marketing campaign shall be submitted and approved in writing by the Contract Manager or designee before materials are distributed.
- 5.3.2.2 Credit UFS as a partnership between the Contractor and the City on all web, promotional materials, and where appropriate include reference to fulfilling the Vision for Austin's urban forest listed in the Austin Urban Forest Plan.
- 5.3.2.3 Provide professional and effective marketing through website, social media platforms, and traditional marketing methods.

5.3.3 Additional City Responsibilities

- 5.3.3.1 The City will provide speakers for UFS topics upon request if available.

5.4 Tree Maintenance Training

The Tree Maintenance Training (TMT) program provides City staff with an introduction to arboriculture and urban forestry training, with a goal of increasing the quality of tree care performed during maintenance activities, increasing awareness of the urban forest, and increasing safety during tree care operations.

5.4.1 Program

The Contractor shall:

- 5.4.1.1 Conduct a minimum of four (4) TMT courses annually, providing training to a minimum of 100 students annually.
- 5.4.1.2 Ensure that each TMT course minimally covers the following topics, although exceptions based on audience need shall be considered:
 - 5.4.1.2.1 Tree protection and local tree regulations
 - 5.4.1.2.2 Chainsaw safety
 - 5.4.1.2.3 Pruning properly
 - 5.4.1.2.4 Tree risk assessment
 - 5.4.1.2.5 Oak wilt prevention
 - 5.4.1.2.6 Equipment maintenance
 - 5.4.1.2.7 Basic tree biology
 - 5.4.1.2.8 Basic tree identification
- 5.4.1.3 The Contractor shall not directly charge trainees or departments attending training.
- 5.4.1.4 The Contractor shall provide online registration for participants. The City may request the contractor work with the Contract Manager or designee to provide training registration through the City's employee training platform, TRAIN.

5.4.2 Promotion

The Contractor shall:

- 5.4.2.1 Work with the Contract Manager or designee to promote the TMT to City staff.

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5.4.2.2 Provide a webpage for City staff to view for informational purposes.

5.4.2.3 Credit UFS as a partnership between the Contractor and the City on all web, promotional materials, and where appropriate include reference to fulfilling the Vision for Austin's urban forest listed in the Austin Urban Forest Plan.

5.4.3 Additional City Responsibilities

The City will provide:

5.4.3.1 Contact information of potential TMT participants through communication with various work groups and supervisors.

5.4.3.2 Speakers for TMT topics as requested and as available.

**CITY OF AUSTIN
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1. PROPOSAL FORMAT

Submit one (1) original and one (1) flash drive that contain an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 – Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 2 – City of Austin Purchasing Documents

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 - Living Wage Contractor Certification
- F. Section 0835 - Non-Resident Bidder Provisions
- G. Section 0900 - Subcontracting/Sub-Consulting Utilization Form
- H. Section 0905 - Subcontracting/Sub-Consulting Utilization Plan (if applicable)
- I. Addendums

Tab 3 – Authorized Negotiator

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Approach and Methodology:

- A. **Approach and Methodology:** Describe the approach and methodology to be employed, underlying philosophies that inform the approach/methodology, organizational values, and the result intended and desired. Provide details on how your approach/methodology will result in consensus on a list of priorities and meet or exceed the requirements described in the Scope of Work.
- B. **Work Plan:** Provide a detailed proposed work plan for accomplishing the Scope of Work. Your work plan shall cover each sections listed in the Scope of Work in bulleted format showing how you intend to execute operations, implement the program, and develop promotions. Include a timeline that provides a breakdown of the work by task and program. Include project deliverables, proposed milestones, meetings, City responsibilities, etc. for each of the programs for which you propose a solution. Cover the following for each program proposing:
 - a. Distribution Programs: Work plan for NeighborWoods and Ready, Set, Plant! programs shall also minimally address the following:
 - i. Operations
 - 1. System for selecting, transporting, and staging plant material
 - 2. Protocol for ensuring high quality trees or saplings are used
 - 3. Adequate staffing to run the programs

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4. Protocols proposed to support distributing 6,000 trees for the NeighborWoods program and/or 10 sapling planting events for the Ready, Set, Plant! program during the Central Texas planting season
 5. A list of equipment required to carry out the programs should be provided. Note whether the equipment is currently available or will need to be purchased.
- ii. Program
 1. Method for offering, distributing, tracking, and monitoring trees
 2. Development of appropriate and effective educational materials for planting, care, and maintenance, of young trees
 - iii. Promotion
 1. Marketing Plan
 2. Ability to provide professional graphic design
 - iv. Value Added - Other resources, programs, or partnerships they will leverage to support the program.
- b. Education Program: Work plan for Certified Arborist Prep Course, Urban Forest Stewards Program, and Tree Maintenance Training shall also minimally address the following:
- i. Operations
 1. Staff Qualifications
 2. Development of suitable and effective educational materials
 - ii. Program - Thorough and attainable plan appropriate for the program goals
 - iii. Promotion - Demonstrates ability to understand appropriate promotion
 - iv. Value Added - Other resources, programs, or partnerships they will leverage to support the program.
- C. **Proposed Project Team**: Provide an organizational chart that includes names and titles of all professional personnel including the Project Manager who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this project. Specify project leadership, team personnel, and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

You may include infographics such as charts or graphs to depict timelines, tasks, milestones, deliverables, etc.

Tab 5 – Experience & Qualifications:

Provide the following information.

- A. **Company Full name and address**: Identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- B. **Corporate Experience and Qualifications**: Describe your firm's and any subcontracting firm's background in community-based social marketing and/or individualized social marketing, quantitative and qualitative research and program evaluation and/or other areas relevant to the Scope of Work.

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- C. **Personnel Experience and Qualifications:** Provide resumes or bios for all individuals who will provide services under the Contract including subcontractors. Describe each individual's experience and competencies in designing/delivering strategic planning sessions, adaptive strategic planning techniques, meeting facilitation, or other skills and knowledge related to the Scope of Work. Include details, such as educational background, position title, number of years with your firm, awards, past employment, etc.
- D. **Client References:** Provide three complete and verifiable references related to the Scope of Work in size, scope and complexity. Reference contacts must be aware that they are being used and agreeable to follow-up by the City. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work.

At minimum, reference information should include:

1. Client/agency name
2. Contact name (agency project manager), telephone, and email
3. Project name
4. Year project took place and length of project
5. Project budget
6. Project description
7. Personnel assigned to project and their role in the project
8. Example work products such as maps, materials, summary reports

Tab 6 – Cost:

Provide a breakdown of cost according to the programs and tasks proposed in your Work Plan. Within each program task, itemize cost of personnel, supplies, materials, travel, and other direct costs. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Refer to Paragraph 14 (Travel Expenses) in Section 0300, Standard Purchase Terms & Conditions.

Breakdown of personnel costs should include the hourly rate for project personnel and the number of hours proposed for each program task.

Include a total cost for each program. Your method of costing may or may not be used but should be described.

Total cost for all programs should not exceed \$400,000 annually. Additional options and suggested tasks outside the scope may be included beyond the \$400,000 maximum for the City to consider if additional funding is made available in future budget years.

Example:

NeighborWoods - Task 1	Description	Total Cost
Jane Smith, Project Manager	4 hours * \$100/hour	\$400
Bob Jones, Marketing Consultant	3 hours * \$50/hour	\$150
Printing	24 reports * \$75	\$1,800
	Subtotal Task 1	\$2,350
NeighborWoods - Task 2	Description	Total Cost
Jane Smith, Project Manager		
Bob Jones, Marketing Consultant		
Travel		
	Subtotal Task 2	

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PURCHASING OFFICE
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Tab 7 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment B)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPOSAL ACCEPTANCE PERIOD:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the Solicitation closing date unless a longer acceptance period is offered in the Proposal.

4. PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

5. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

6. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NO.: RFP MMO0303**

7. EVALUATION FACTORS AND AWARD:

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

All Proposals will be evaluated based on the following criteria and rankings.

- | | |
|---|------------------|
| (1) Approach and Methodology (Tab 4): | 40 points |
| (2) Experience and Qualifications (Tab 5): | 30 points |
| (3) Cost (Tab 6): | 20 points |
| (4) Local Business Presence: | 10 points |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- (5) **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a "short list" of Offerors based on those scores. "Short-listed" Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" Proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees

are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5300 MMO0303

SOLICITATION TITLE: TREE DISTRIBUTION AND EDUCATION PROGRAMS

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5300 MMO0303

SOLICITATION TITLE: TREE DISTRIBUTION AND EDUCATION PROGRAMS

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5300 MMO0303

SOLICITATION TITLE: TREE DISTRIBUTION AND EDUCATION PROGRAMS

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5300 MMO0303
SOLICITATION TITLE: TREE DISTRIBUTION AND EDUCATION PROGRAMS

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

**ATTACHMENT A
TREE AND SAPLING TECHNICAL SPECIFICATIONS
SOLICITATION NO. RFP MMO0303**

1. APPLICABLE STANDARDS

The Contractor shall ensure adherence to the following standards and criteria.

These standards are applicable to the trees that are provided for use in the tree distribution programs of the Contract. It is the Contractor's responsibility to ensure that trees obtained for use in the tree distribution programs meet these standards. **If these standards limit the availability of trees for the programs, the Contractor may suggest alternative standards to the Contract Manager or designee before each growing season. The Contract Manager or designee will review the suggested changes and provide approval in writing if agreeable.**

- 1.1. Trees shall be obtained from wholesale or retail commercial nurseries licensed by the Texas Department of Agriculture.
- 1.2. American Standard for Nursery Stock, ANSI Z60:
http://americanhort.org/AmericanHort/Shop/Nursery_Stock_Standard/AmericanHort/Knowledge_Center/Nursery_Stock_Standard.aspx?hkey=fc97da05-5d87-4131-9340-c4bce8c9420b
- 1.3. Florida Grades and Standards for Nursery Plants: <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>
- 1.4. Trees shall be obtained from nurseries that comply with tree care best practices as specified in the current edition of the American National Standards Institute's A300 Tree Care Operations Standards

2. MATERIAL REQUIREMENTS FOR CONTAINER TREES

The Contractor shall ensure adherence to the following standards and criteria.

- 2.1. Trees shall be in five (5) gallon or equivalent containers.
- 2.2. Trees shall be industry standard Florida Grade #1.
- 2.3. Trees that originate from seed sources local to Central Texas are preferred.
- 2.4. Trees that have been grown from seed to current dimensions in Central Texas are preferred.
- 2.5. Tree stock shall be nursery grown in containers.
- 2.6. Trees shall be obtained from nurseries that decompress or loosen liner stock prior to shifting to larger size container.
- 2.7. Trees shall not be held in a single container size longer than nine (9) months unless adequate documentation justifying prolonged containment is provided.
- 2.8. The trunk, root collar and large roots shall be free of circling and/or kinked roots.
- 2.9. Trees shall have healthy, well-developed root systems and be free from physical damage or other hindrances to healthy growth. There shall be no inner circling roots inside the root ball.
- 2.10. The root ball periphery shall be free of excessive large circling and bottom matted roots.
- 2.11. The tree shall be well rooted in the soil mix. When the container is removed, the root ball shall remain intact. When the trunk is carefully lifted, both the trunk and the root system shall move as one.
- 2.12. The upper-most roots or root collar shall be within one inch (1") above or below the soil surface.
- 2.13. Soil surface shall be no lower than three inches (3") from the top of the container.

**ATTACHMENT A
TREE AND SAPLING TECHNICAL SPECIFICATIONS
SOLICITATION NO. RFP MMO0303**

- 2.14. Root ball shall be moist throughout and the tree crown shall show no signs of moisture stress as indicated by wilt, shriveled leaves or branch dieback.
- 2.15. Roots shall show no signs of excess soil moisture conditions as indicated by root discoloration, distortion, or foul odor.
- 2.16. The container shall be free of weeds.
- 2.17. Trunk or stem of the tree shall be centered in the container.
- 2.18. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
- 2.19. The trunk shall be free of wounds (except properly made pruning cuts), sunburned areas, conks, wood cracks, bleeding areas, galls, cankers, lesions or signs of boring insects.
- 2.20. Trees shall be free of insects and disease and mechanical injury.
- 2.21. All plants shall be dimensioned as it stands in its natural position.
- 2.22. Trunk caliper measurements and tree height shall conform to ANSI Z60 standards for the species and container sizes requested.
- 2.23. The trunk shall be straight with no crooks or bends exceeding 20 degrees from vertical with the total number of crooks or bends not to exceed two (2) per tree.
- 2.24. The central leader shall be free of co-dominant stems and vigorous upright branches that compete with the central leader. No branches shall be greater than two thirds (2/3) the diameter of the trunk.
- 2.25. Main branches shall generally be well spaced radially around the trunk.
- 2.26. Trees shall not have scaffold branches with included bark.
- 2.27. Temporary branches should be present along the lower trunk below the lowest scaffold branch. Heading of temporary branches is accepted to limit their growth. The leader should not be headed.
- 2.28. Trees shall be trained in development and appearance so as to be superior in form and compactness. Tree canopy shall be symmetrical, free of large voids, and typical of the species or cultivar.
- 2.29. All plants shall have a growth habit normal for the species and grown according to propagation standards for each species.
- 2.30. Trees shall be labeled correctly according to genus and species.

3. MATERIAL REQUIREMENTS FOR SEEDLINGS

The Contractor shall ensure adherence to the following standards and criteria.

- 3.1. Trees that originate from seed sources local to Central Texas are preferred.
- 3.2. Trees that have been grown from seed to current dimensions in Central Texas are preferred.
- 3.3. Trees may be bare root seedling stock, plugs, liner stock, or grown in containers.
- 3.4. Trees shall have a good shoot – root ratio; this is varied based on species, but should be considered a good ratio for a given species.
- 3.5. Seedlings shall have healthy foliage, well-developed buds, and a fibrous root system.

**ATTACHMENT A
TREE AND SAPLING TECHNICAL SPECIFICATIONS
SOLICITATION NO. RFP MMO0303**

- 3.6. Trees shall be free from physical damage or other hindrances to healthy growth.
- 3.7. Roots shall show no signs of excess soil moisture conditions as indicated by root discoloration, distortion, or foul odor.
- 3.8. Trees shall be free of wounds, sunburned areas, conks, wood cracks, bleeding areas, galls, cankers, lesions or signs of boring insects.
- 3.9. Trunk caliper measurements and tree height shall conform to ANSI Z60 standards for the species requested. For the purpose of this project, seedling caliper measurements shall range between 1/16 inch and 3/8 inch.

4. INSPECTIONS AND SHIPMENT

- 4.1. The City reserves the right to inspect all plant materials at Vendor's facility to verify the quality and acceptability of trees. Inspection may include bare rooting a random sampling of trees for verification of root quality.
- 4.2. Contractor shall supply digital photos of plant stock if requested.
- 4.3. The City reserves the right to require the Vendor replace unacceptable trees.
- 4.4. Trees shall be protected from weather and other hazards of shipment and be adequately packed to avoid breakage, sun-scald, windburn, desiccation and other damage during loading, shipment, and unloading. All measures customary in good trade practices shall be taken to keep the trees in good condition during the loading, shipping, and unloading processes.

ATTACHMENT B



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: MMO0303

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 7 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-231163

Date Filed:
06/30/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Arborholic, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

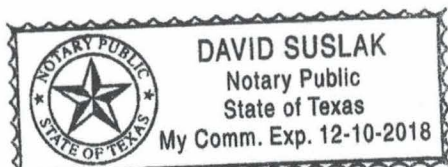
NA170000173
Tree Education programs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Arborholic, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



APPROX NOTARY STAMP / SEAL ABOVE

[Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Linda Johnson, this the 30th day of June, 20 17, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

David Suslak

Printed name of officer administering oath

Banker

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TreeFolks, Inc.
Austin, TX United States

Certificate Number:
2017-228407

Date Filed:
06/26/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA170000173
Tree Distribution and Education Programs.

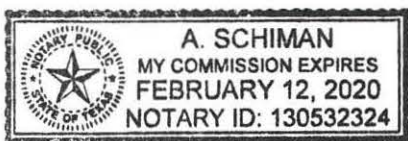
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Thais Perkins, this the 27 day of June, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

A. Schiman

Printed name of officer administering oath

Notary

Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	Leah Haynie / 512-974-2070
Sponsor/User Dept.	Development Services Department	Sponsor Name/Phone	Leah Haynie / 512-974-2070
Solicitation No	MMO0303	Project Name	Tree Education & Distribution Programs
Contract Amount	\$400,000 with four 12- month options of \$400,000 each.	Ad Date (if applicable)	04/03/2017

Procurement Type

- | | | |
|--|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

Establish a contract to provide management and implementation of tree distribution and education programs (NeighborWoods, Ready, Set, Plant!, Certified Arborist Prep Training, Tree Maintenance Training) Initial term of 12 months for \$400,000 with four 12-month options of \$400,000 each.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous contract GA120000104 awarded through RFP. No goals were established, however, the awarded vendor indicated they would subcontract with non-certified firms.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

98802 - 40%, 94745 - 20%, 59575 - 40%

Marian Moore

3/23/2017

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	3/23/2017	Date Assigned to BDC	3/23/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

1 WBE is available within the SLBP area for Supplies. 3 M/WBE companies are available for Tree Education and Distribution. These companies may bid as prime vendors/multiple awards.

Subcontracting Opportunities Identified

There is Limited M/WBE Availability

Counselor Name

SMBR Staff *Kenneth Kalu*

Signature/ Date *Kenneth Kalu 3/27/2017*

SMBR Director or Designee

Date

Returned to/ Date: